



City Council Meeting Agenda

Tuesday, September 13, 2022

6:00 PM

- 1) **Call to Order**
- 2) **Roll Call of Members**
- 3) **Pledge of Allegiance**
- 4) **Special Guests and/or Presentations**
- 5) **Continuation of Hearing on 81 N. Drexel Appeal to City Council (Hearing Date August 24, 2022)**
- 6) **Ordinances/Resolutions with visiting presenters**
 - A) Ordinance 34-22 to amend the use variance at 216 South Columbia Avenue, to allow for expansion of the existing carriage house introduced by Matt Klingler on August 23, 2022. This is the Second Reading of this ordinance.
- 7) **Public Comments (Speaker Slip Required)**
- 8) **President's Report**
- 9) **City Attorney Report**
- 10) **Auditor's Report**
 - A) September 13, 2022 Auditor Report
- 11) **Administrative Update:**
 - A) Police Department Update - Chief Lewis
 - B) Recreation and Parks Update - Mike Price
 - C) Service Update: Andy Bashore- Service Director
 - D) Finance Department Update - Beecher Hale
 - E) Mayor's Update
- 12) **Consent Agenda: (No Speaker Slip Required)**
 - A) Meeting Minutes from August 23, 2022 City Council Meeting.
 - B) Resolution 6-22 adopting the 2022 recommendations of the Bexley Tax Incentive Review Council regarding tax-abated properties in the City of Bexley, introduced by Monique Lampke on August 9, 2022.

13) Third Readings: (No Speaker Slip Required)

- A) Ordinance 29-22 to appropriate \$10,000 from the water fund and \$10,000 from the sewer fund to pay overtime for the remainder of 2022, introduced by Monique Lampke on August 9, 2022.

14) Second Readings: (Speaker Slip Required)

- A) Ordinance 30-22 to approve the purchase of property located at 2838-2840 Delmar Drive, Bexley, Ohio; to appropriate \$105,000 from the Capital Fund for expenses associated with the purchase of said property; and to declare an emergency.
- B) Ordinance 31-22 to establish a special fund designated the Stanbery Avenue and Chelsea Avenue Improvements Fund to record all revenue and expenses associated with the Stanbery and Chelsea improvements project, to appropriate \$5,178,342 from this fund to pay for the cost of the project, to authorize transfers from the Water, Sewer and Road and Alley Funds of \$137,330, \$60,742 and \$66,024 respectively to the Stanbery and Chelsea Project Fund. Introduced by Monique Lampke on August 23, 2022.
- C) Ordinance 32-22 to certify special assessments for the repair of sidewalks, and or other required work, where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner, introduced by Monique Lampke on August 23, 2022.
- D) Ordinance 33-22 to authorize supplemental appropriations for calendar year 2022 introduced by Monique Lampke on August 23, 2022.

15) First Readings: (Speaker Slip Required)

- A) Resolution 7-22 accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the County Auditor introduced by Monique Lampke on September 13, 2022.
- B) Ordinance 35-22 to amend Section 1060, in order to require recycling service to be provided at commercial, institutional, and multi-family properties within the City of Bexley, introduced by Lori Ann Feibel on September 13, 2022.
- C) Ordinance 36-22 authorizing the Mayor and Auditor to sign a Consent and Hold Harmless Agreement on behalf of the City of Bexley with the Bexley City Schools regarding improvements made upon and within the City owned street right-of-way adjacent to Stanwood Ave, introduced by Matt Klingler on September 13, 2022.

16) Tabled Ordinances:

- A) Ordinance 14-22 to Amend Section 1266.14 Solar Panels, in order to provide for consistent regulation and a streamlined approval process for solar panel projects introduced by Matt Klingler on April 12, 2022
- B) Ordinance 41-21 accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street. (Introduced by Jessica Saad September 28, 2021)

17) Executive Session for Conference with the public body's attorney concerning pending or

imminent court action by division (G)(3) of section 121.22 of the Revised Code. Court action is "pending" if a suit has been commenced; court action is "imminent" if it is on the point of happening or impending.

- 18) Service and Environmental Committee - Lori Ann Feibel, Chair
- 19) Finance Committee - Monique Lampke, Chair
- 20) Safety and Health Committee - Sam Marcellino, Chair
- 21) Zoning and Development Committee - Matt Klingler, Chair
- 22) Recreation and Parks Committee - Jessica Saad, Chair
- 23) Strategic Committee - Jen Robinson, Chair
- 24) Public Comments (No Speaker Slip Required)
- 25) Adjourn

All agendas are subject to change.

City Council Policy for Correspondence:

All correspondence addressed to City Council or requested to be distributed to City Council by the sender is a matter of public record and will be placed on the City of Bexley Website (www.bexley.org) at Public Documents > City Council > Council Correspondence. If the subject of the correspondence is not on the Council Agenda, the sender may discuss the issue during Public Comments. If the subject of the correspondence is on the Council Agenda, the sender may discuss the issue at the time the issue is addressed during the Council meeting.

City Council Policy for Public Comments:

Members of the public are encouraged to provide comments to City Council at the following times:

For issues that are not on Council's agenda:

- At a designated public comment period near the beginning of the meeting

For items on Council's agenda (when speaker slip has been filled out in advance):

- During an ordinance or resolution that is being discussed
- Residents may submit up to two separate speaker slips per meeting
- Please note that the speaker slip must be filled out prior to entering Council chambers and must be promptly handed to the Council secretary

For items on Council's agenda (when a speaker slip has not been filled out in advance):

- During the public comment period after a motion has been made and seconded to adopt an ordinance or resolution (typically the third reading)
- During a designated public comment period at the end of the meeting

Time limits for public comments:

While City Council will not routinely impose time limits on either Agenda or Non-Agenda visitors who wish to address City Council, those commenting are asked to confine their remarks to approximately five (5) minutes and for Agenda items, to direct their comments to the subject matter being addressed in the legislation. This five minute limitation also applies to City Council members per 220.01 (rule 13).

Additional guidelines for public comments:

- Any speaker addressing Council shall provide his/her name and address.
- Undue interruption or other interference with the orderly conduct of remarks is not permitted.
- Defamatory or abusive remarks are always out of order.
- Violation of this policy may result in termination of the speaker's comments and/or removal from the meeting

ORDINANCE NO. 34 - 22

By: Matt Klingler

An ordinance to amend the use variance at 216 South Columbia Avenue, to allow for expansion of the existing carriage house.

WHEREAS: On February 10, 1997, Council, via Ordinance 69-97, approved a use variance at 216 South Columbia Avenue in order to allow use of an accessory structure as a dwelling unit; and

WHEREAS: The property owner wishes to expand the existing carriage house structure to add 255 square feet to the existing 574 square feet of dwelling unit area, for a total proposed dwelling unit area of 829 square feet; and

WHEREAS: All physical aspects of the proposed carriage house addition meet current zoning code guidelines for a detached garage, and the proposed design was conditionally approved by the Architectural Review Board at their meeting on August 11, 2022; and

WHEREAS: The conditions attached to the use variance, including specifying that the house be occupied by family members or staff or guests of the owner and that occupants exclusively use off-street parking on the premises, remain unchanged in this proposed amendment; and

WHEREAS: The prospective owners of said property wish to use a portion of the structure for living space for family members; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY:

Section 1.

That the use variance granted on February 10, 1997 be amended as follows:

- (a) There shall be no expansion of the **carriage house existing accessory house structure (“accessory house”)** beyond what was approved by the ~~Board of Zoning Appeals on December 11, 1997~~ **Architectural Review Board on August 11, 2022;**
- (b) There shall be no reduction of the present off-street parking on the property;
- (c) Occupants of the accessory house shall be required to use a portion of the existing off-street parking on the property;
- (d) The accessory house shall at no time be rented to persons other than members of the family of the owner of the property, provided that anyone may occupy the accessory house (a) in exchange for services rendered to the owner of the property or

the payment of the utility charges, maintenance expenses, taxes, assessments, insurance premiums or similar expenses, or (b) if no money, goods, or services are given in exchange for the right to occupy the accessory house;

(e) Should the accessory house be damaged by fire, explosion, flood, riot, or act of God, the use may be continued as before any such calamity provided the structure has not been destroyed to the extent of more than ninety percent of the replacement cost at the time of destruction, and provided such reconstruction is started within one year of such calamity and is continued in a reasonable manner until completed. If more than ninety percent of the replacement cost at the time of destruction of the accessory house occurs any time in the future by fire, explosion, flood, riot, or act of God, continued use of the structure will require a special permit at the discretion of Bexley City Council.

Section 2.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

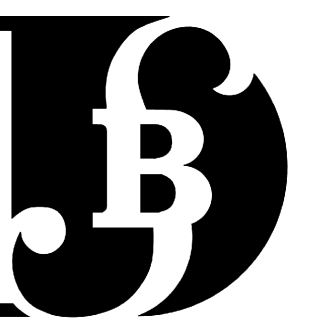
Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matt McPeek, Clerk of Council

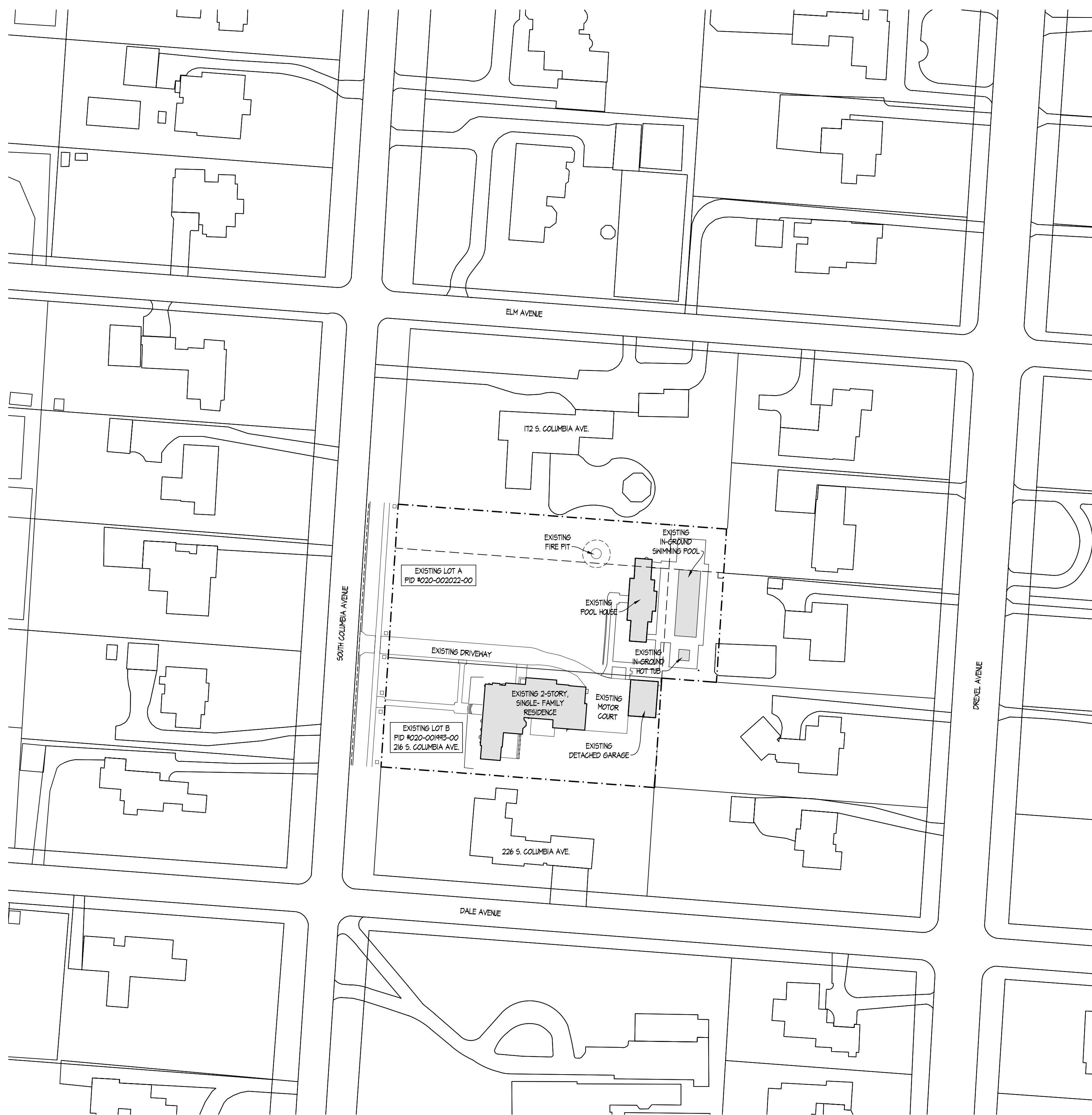
Approved: _____, 2022

Mayor Ben Kessler



BEHAL | SAMPSON | DIETZ
ARCHITECTURE & CONSTRUCTION

990 WEST THIRD AVENUE
COLUMBUS, OHIO 43212
TELEPHONE 614-464-1933
FACSIMILE 614-298-2169
WWW.BSDARCHITECTS.COM



EXISTING SITE VICINITY PLAN
SCALE: 1" = 60'-0"



PROPOSED SITE VICINITY PLAN
SCALE: 1" = 60'-0"



PROGRESS DRAWINGS
NOT TO BE USED FOR CONSTRUCTION
8.5.2022

DESCRIPTION	DATE
REVISION	----
REVISION 1	08.04.2022
OWNER REVIEW	07.28.2022
BEXLEY ARS SUBMITTAL	07.14.2022
PROGRESS SET	07.13.2022

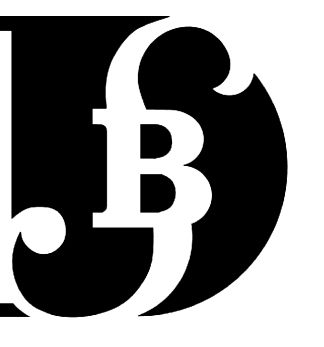
A NEW HOME

PRIVATE RESIDENCE

PARCEL ID #020-002022-00
BEXLEY, OHIO 43209

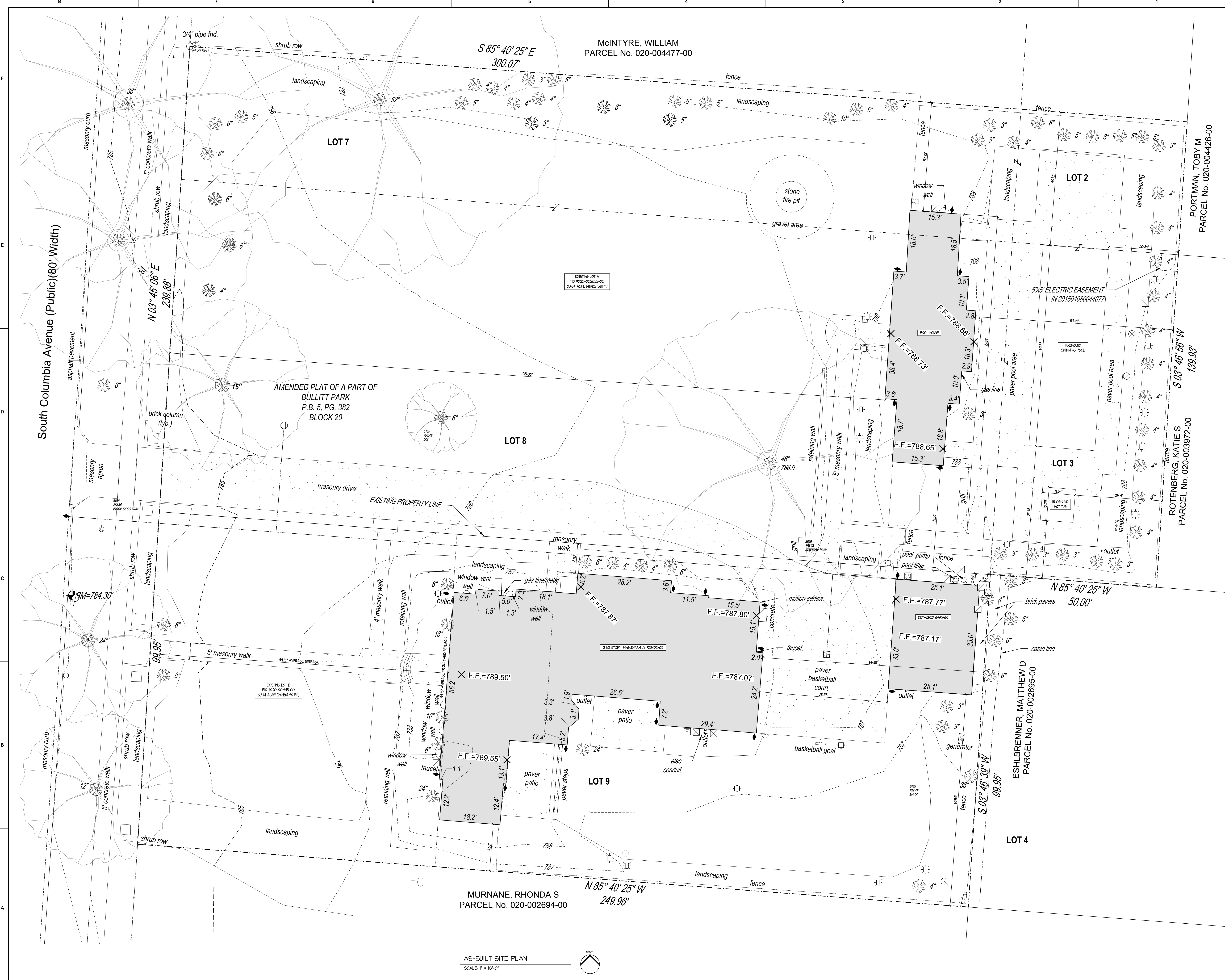
DRAWN BY	REVIEWED BY	JOB NUMBER
GS/KW	NS	22118

SITE VICINITY PLANS **SD.1**



BEHAL | SAMPSON | DIETZ
ARCHITECTURE & CONSTRUCTION

990 WEST THIRD AVENUE
COLUMBUS, OHIO 43212
TELEPHONE 614-464-1933
FAX 614-464-2146
WWW.BSDARCHITECTS.COM



PORTMAN, TOBY M
PARCEL No. 020-004426-00

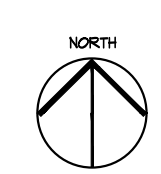
ROTENBERG, KATIE S
PARCEL No. 020-003972-00

ESHLBRENNER, MATTHEW D
PARCEL No. 020-002695-00

McINTYRE, WILLIAM
PARCEL No. 020-004477-00

MURNANE, RHONDA S
PARCEL No. 020-002694-00

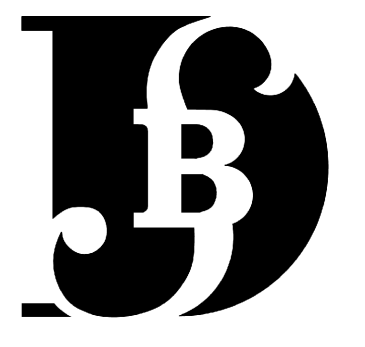
AS-BUILT SITE PLAN
SCALE: 1" = 10'-0"



PROGRESS DRAWINGS
NOT TO BE USED FOR CONSTRUCTION
8.5.2022

DESCRIPTION	DATE
REVISION	----
REVISION 1	08.04.2022
OWNER REVIEW	07.28.2022
BEXLEY ARCH SUBMITTAL	07.14.2022
PROGRESS SET	07.13.2022

ANEWHOME		
PRIVATE RESIDENCE		
PARCEL ID #020-002022-00 BEXLEY, OHIO 43209		
DRAWN BY GS/KW	REVIEWED BY NS	JOB NUMBER 22118
AS-BUILT SITE PLAN		SD.2



BEHAL SAMPSON DIETZ ARCHITECTURE & CONSTRUCTION

990 WEST THIRD AVENUE
COLUMBUS, OH 43215
TELEPHONE 614-484-1933
FAC & MAIL 614-258-2148
WWW.BSDARCHITECTS.COM

PROPOSED LOT A ZONING SUMMARY

OWNER	172 SOUTH COLUMBIA LLC
PROPERTY ADDRESS	TO BE DETERMINED
PARCEL ID	020-002022-00
ZONING	R-3, MEDIUM-DENSITY, SINGLE-FAMILY RESIDENTIAL DISTRICT
ARCHITECTURAL REVIEW	CITY OF BEKLEY ARB
ZONING BOARD	CITY OF BEKLEY BEAP
BOARD RECORD OF ACTIONS	BOARD RECORD OF ACTIONS
FLOOD ZONE	ZONE X (00T)
FEMA PANEL	324 OF 465
FEMA MAP	390400020K
FEMA MAP REVISION DATE	JUNE 11, 2008
PROPERTY CLASS (PER AUDITOR)	R - RESIDENTIAL
LAND USE (PER AUDITOR)	50 - SINGLE FAMILY
PROPOSED USE	SINGLE-FAMILY RESIDENCE
HEIGHT DISTRICT	2 1/2 STORES, 40'-0" MAXIMUM
PROPOSED BUILDING HEIGHT	24'-1" MEAN HEIGHT
(BASED ON 176.5' AVERAGE GRADE)	31'-4" RIDGE HEIGHT
EXISTING LOT AREA	4182.50 FT.
PROPOSED LOT AREA (14,000 SQ. FT. MIN)	4232.50 FT.
EXISTING LOT WIDTH	104.83'
PROPOSED LOT WIDTH (60.0' MIN)	106.26'
PROPOSED LOT DEPTH (160.0' MIN)	300.00' (NO CHANGE)
FRONT YARD SETBACK	84.12' (AVERAGE SETBACK)
SIDE YARD SETBACK (12.0' MIN)	12.0'
REAR YARD SETBACK (40.0' MIN)	44.26'
MAXIMUM LOT COVERAGE	PROPOSED FOOTPRINT (PRINCIPAL STRUCTURE) 6502.50 FT. - 15.8% OF LOT AREA
PROPOSED FOOTPRINT (PRINCIPAL STRUCTURE)	1481.50 FT. - 22.2% OF PROPOSED
(25% ALLOWABLE)	PRINCIPAL STRUCTURE FOOTPRINT
TOTAL PROPOSED BUILDING COVERAGE	1984.50 FT. - 15.4% OF LOT AREA
(25% ALLOWABLE)	TOTAL PROPOSED BUILDING COVERAGE
TOTAL OVERALL LOT COVERAGE	10,288.50 FT. - 44.4% OF LOT AREA
(50% ALLOWABLE)	TOTAL OVERALL LOT COVERAGE
ACCESSORY USES AND STRUCTURES	20'-0" MEAN HEIGHT (EXIST. TO REMAIN)
ACCESSORY STRUCTURE BUILDING HEIGHT	25'-0" ALLOWABLE
ACCESSORY STRUCTURE EAVE HEIGHT	12'-0" (EXISTING TO REMAIN)
(14'-0" ALLOWABLE)	WIDTH OF ACCESSORY USE OR STRUCTURE
(60% OF LOT WIDTH ALLOWABLE)	EXISTING POOL HOUSE
EXISTING POOL HOUSE	16.0' (35.5% OF LOT WIDTH)
EXISTING HOT TUB	6.0' (44.8% OF LOT WIDTH)
COMBINED ACCESSORY STRUCTURE WIDTH	16.0' (35.5% OF LOT WIDTH)
(60% OF LOT WIDTH ALLOWABLE)	IN-LAKE SITE
MAXIMUM SIZE (800 SQ. FT. ALLOWABLE)	800 SQ. FT.
OFF-STREET PARKING AND LOADING	EXISTING DRIVEWAY + 16.0'
DRIVEWAY WIDTH (12.0' ALLOWABLE)	146.50 FT. + 11.5% OF FRONT YARD
DRIVEWAY AREA IN FRONT YARD	FRONT YARD AREA + 12,275.50'
FRONT YARD AREA + 12,275.50'	(25% ALLOWABLE)

PROPOSED LOT B ZONING SUMMARY

OWNER	MICHAEL GLUMACER
PROPERTY ADDRESS	26 S. COLUMBIA AV
PARCEL ID	020-00195-00
ZONING	R-3, MEDIUM-DENSITY, SINGLE-FAMILY RESIDENTIAL DISTRICT
ARCHITECTURAL REVIEW	CITY OF BEKLEY ARB
ZONING BOARD	CITY OF BEKLEY BEAP
FLOOD ZONE	ZONE X (00T)
FEMA PANEL	324 OF 465
FEMA MAP	390400020K
FEMA MAP REVISION DATE	JUNE 11, 2008
PROPERTY CLASS (PER AUDITOR)	R - RESIDENTIAL
LAND USE (PER AUDITOR)	50 - SINGLE FAMILY
PROPOSED USE	SINGLE-FAMILY RESIDENCE
HEIGHT DISTRICT	2 1/2 STORES, 40'-0" MAXIMUM
BUILDING HEIGHT (PRINCIPAL STRUCTURE)	24'-3" MEAN HEIGHT (EXIST. TO REMAIN)
(176.5' AVERAGE GRADE)	34'-5" RIDGE HEIGHT (EXIST. TO REMAIN)
EXISTING LOT AREA	2484.50 FT.
PROPOSED LOT AREA (14,000 SQ. FT. MIN)	2579.50 FT.
EXISTING LOT WIDTH	103.02'
PROPOSED LOT WIDTH (60.0' MIN)	103.02'
EXISTING LOT DEPTH (160.0' MIN)	200.00'
PROPOSED LOT DEPTH (160.0' MIN)	250.00'
FRONT YARD SETBACK	84.12' (AVERAGE SETBACK - EXISTING TO REMAIN)
SIDE YARD SETBACK (12.0' MIN)	12'-0"
REAR YARD SETBACK (40.0' MIN)	66.92'
RESIDENTIAL DISTRICT REGULATIONS	EXISTING FOOTPRINT (PRINCIPAL STRUCTURE) 4281.50 FT. (16.7% OF LOT AREA)
EXISTING FOOTPRINT (DETACHED GARAGE)	921.50 FT. (18.3% OF PRINCIPAL)
(25% ALLOWABLE)	STRUC. FOOTPRINT
PROPOSED FOOTPRINT (DETACHED GARAGE)	1284.50 FT. (50.1% OF PRINCIPAL)
(25% ALLOWABLE)	STRUC. FOOTPRINT
TOTAL PROPOSED BUILDING COVERAGE	5376.50 FT. (21.7% OF LOT AREA)
(25% ALLOWABLE)	TOTAL PROPOSED BUILDING COVERAGE
TOTAL OVERALL LOT COVERAGE	4390.50 FT. (26.5% OF LOT AREA)
(50% ALLOWABLE)	TOTAL OVERALL LOT COVERAGE
ACCESSORY USES AND STRUCTURES	14'-9" MEAN (EXIST. TO REMAIN)
ACCESSORY STRUCTURE BUILDING HEIGHT	(26'-4" RIDGE - EXIST. TO REMAIN)
(25' ALLOWABLE)	ACCESSORY STRUCTURE EAVE HEIGHT
(11'-4" (EXISTING TO REMAIN)	(14'-0" ALLOWABLE)
MAX FINISHED ATTIC FLOOR AREA TO BASE	64.48 ACTUAL (621.50 SQ. FT.)
FLOOR PLATE RATIO (75% ALLOWABLE)	(BASE FLOORPLATE + 143.50 SQ. FT.)
WIDTH OF ACCESSORY USE OR STRUCTURE	55.0' (51.4% OF LOT WIDTH)
(60% OF LOT WIDTH ALLOWABLE)	COMBINED ACCESSORY STRUCTURE WIDTH
(60% OF LOT WIDTH ALLOWABLE)	
DORMERS	EAVE LENGTH TOTAL DORMER WIDTH RATIO 33.0' / 14.1' TOTAL + 218%
(50% ALLOWABLE)	DORMER RIDGE HEIGHT
(MIN 1.0' BELOW PRIMARY RIDGE)	4.84' BELOW PRIMARY RIDGE

PROGRESS DRAWINGS

NOT TO BE USED FOR CONSTRUCTION
8.5.2022

DESCRIPTION	DATE
REVISION 1	08.04.2022
REVISION 2	07.28.2022
BEKLEY ARB SUBMITTAL	07.14.2022
PROGRESS SET	07.13.2022

NEW HOME PRIVATE RESIDENCE

PARCEL ID #020-002022-00
BEKLEY, OHIO 43209

DRAWN BY GS/KW REVIEWED BY NS JOB NUMBER 22118

PROPOSED SITE PLAN SD.3



McINTYRE, WILLIAM
PARCEL No. 020-004477-00

AMENDED PLAT OF A PART OF
BULLITT PARK
P.B. 5, PG. 382
BLOCK 20

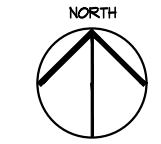
MURNANE, RHONDA S
PARCEL No. 020-002694-00

ESHLBRENNER, MATTHEW D
PARCEL No. 020-002695-00

PORTMAN, TOBY M
PARCEL No. 020-004426-00

ROTENBERG, KATIE S
PARCEL No. 020-003972-00

PROPOSED SITE PLAN
SCALE: 1" = 10'-0"



South Columbia Avenue (Public) (80' Width)



Open comment history (⌘+Option+Shift+A)

1 Auditor's Report

- General Fund- performance to budget
- All Other Funds- performance to budget

Topics

- Letters to Auditor
- Procure to Pay process and controls
- Budget kicking off- operating and capital purchases
- HR Assessment
- Updates on Non General Fund accounts

Quick Reference

- Moody's Rating- Aa1- Places Bexley in top 20% of all Cities in the state of Ohio
- Key Links:
 - Monthly Financials- [Finance Department](#) and you can find all city Financials
 - 2022 Budgeted Revenue by [Fund and Revenue Type](#)
 - Payments to suppliers, etc on the [Ohio Checkbook](#) website. Information is limited. If you or a constituent is looking for detailed information please contact bhale@bexley.org.

2 Fund Updates

- General Fund- performance to budget
- All Other Funds- performance to budget

New Fund

- Deal: This city continues with the City of Columbus for water services and has an agreement to purchase water from the city of Columbus for 2022.
- Resolution: The City Council has approved the purchase of water from the city of Columbus for 2022.
- Resolution: The City Council has approved the purchase of water from the city of Columbus for 2022.
- Resolution: The City Council has approved the purchase of water from the city of Columbus for 2022.
- Resolution: The City Council has approved the purchase of water from the city of Columbus for 2022.

Revised Fund

- Deal: This city continues with Bexley and has an agreement to purchase water from the city of Columbus for 2022.
- Resolution: The City Council has approved the purchase of water from the city of Columbus for 2022.
- Resolution: The City Council has approved the purchase of water from the city of Columbus for 2022.
- Resolution: The City Council has approved the purchase of water from the city of Columbus for 2022.
- Resolution: The City Council has approved the purchase of water from the city of Columbus for 2022.

3 Tax Trends

	2019	2020	2021
Advertising	9,650,376	9,759,372	9,844,028
Industrial	6,830,000	6,829,764	7,564,000
Real Prop	444,511	505,189	529,000
Services	433,982	489,785	448,511
Net Collections	12,363,253	12,721,189	14,191,541

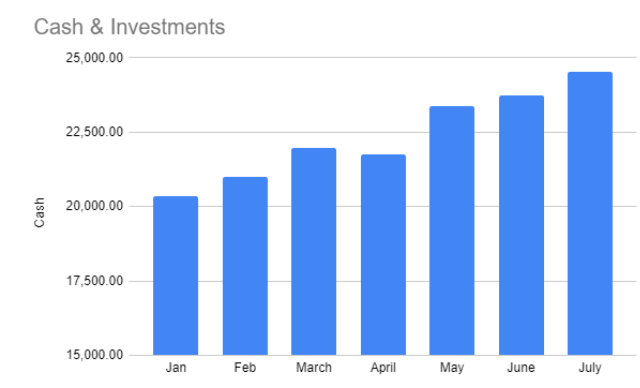
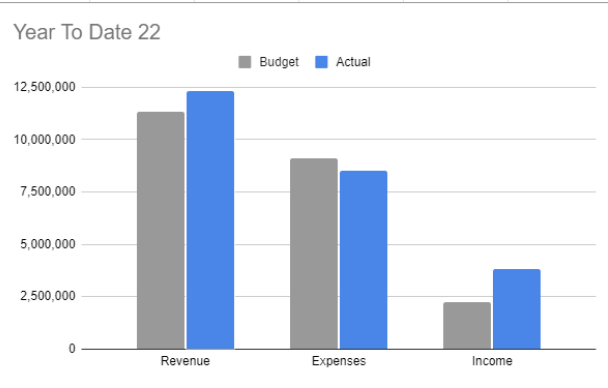
Advertising: Start employees pay 3.5%
Industrial: Business license applied and start don't withhold liability tax.
Real Prop: Starting next year.
Services: Increased and added for value.

Auditor's Report

- General Fund- performance to budget
- All Other Funds- performance to budget

Topics

- Letters to Auditor
 - NA
- Procure to Pay process and controls
 - review of capital purchases
 - compare controls of Bexley vs other cities
- Budget kicking off- operating and capital purchases
- HR Assessment
- Updates on Non General Fund accounts



Quick Reference

- **Moody's Rating- Aa1-** Places Bexley in top 20% of all Cities in the state of Ohio
- Key Links:
 - Monthly Financials- [Finance Department](#) and you can find all city Financials
 - 2022 Budgeted Revenue by [Fund and Revenue Type](#)
 - Payments to suppliers, etc on the [Ohio Checkbook](#) website. Information is limited. If you or a constituent is looking for detailed information please contact bhale@bexley.org.

General Fund-Year To Date Results- See Monthly Finance report for details

- Total Revenue \$1.0MM favorable to budget
- Total Expenses \$600K favorable to budget
- Bottom Line- \$1.6MM favorable to forecasts.

Key Items on Balance Sheet

- Cash & Investment Balances- \$24,519MM, up \$4.2MM from start of the year.
- Debt- \$32,439,586 (from april report)
 - Bonds- \$12,151,000
 - Interest Free OPWC- \$20,281,586
 - Annual Debt Service payments of all debt of \$1,964,000

Click to add speaker notes



Council Update –Chief of Police

September 13, 2022

Foot patrols – On Monday, September 12th, officers will begin conducting foot patrols and making routine business checks.

The district officer and another officer (if available) will conduct two business foot patrol checks per day. These checks will be split between A-Company hours of 0900-1330 and B-Company hours of 1630-1830.

Vehicle Thefts – Auto thefts remain a concerning issue. We have 43 thefts year to date, and 12 of those in just the last four weeks. Last year’s total to date was 14.

Fraud – Although this is not trending like auto thefts, it is an issue that disproportionately affects our senior community. The email phishing method has expanded to text messaging and has caused some devastating losses as large as \$15,000. Criminals pose as Bank Security or IRS Agents and require the victims to purchase gift cards to “get their accounts right” with the promise of being credited the erroneous amounts/charges. This money can’t be recovered by the victims.

Citizens Police Academy – The Bexley Citizens Police Academy’s first class was on Wednesday, September 7th. Our first night included greetings from Chief Lewis and Lee Nathans, introductions, and a tour of the department.

The Bexley Citizens Police Academy Alumni Association will hold a raffle on September 30th at the Main Event. The prize is a Blink Security package (video doorbell, outdoor floodlight camera, and 3 outdoor cameras). Tickets can be purchased from Alumni members.

Camera Grant – A grant application was submitted to the State of Ohio for body worn cameras. The grant amount is \$23,460 and is sufficient to purchase 10 cameras, 2 docking stations, 5 software licenses, and 3-year warranty on all equipment.

Special Duty – Special Duty postings for Giant Eagle began on Friday, September 9th. The hours are 5:00 p.m. - 9:00 p.m., Friday to Monday.

Statistics:

Start Date	End Date	Calls for Service	Incident & Offense Reports	Arrest Reports	Crash Reports	Total Reports	Theft	Motor Vehicle Theft	Burglary/B&E	Robbery
1/1/2022	9/7/2022	8384	642	257	117	1,016	146	39	36	4
1/1/2021	9/7/2021	8623	763	299	159	1,221	187	14	37	10
9/8/2021	9/7/2022	12223	1,027	426	187	1,640	268	54	69	5
9/8/2020	9/7/2021	11787	1,080	393	218	1,691	295	24	59	13

Recreation Board Meeting:

- The Recreation Board met on Wed., Sept. 7th.
 - Susan Quintenz and Mary McMunn with the Bexley Bloomers was special guest. They presented on the work that the Bloomers have done in and around Jeffrey Park.
 - The board passed resolution 02-22 to recognize and thank the Bexley Bloomers and their volunteers for sharing of their time, energy, and expertise for the betterment of Jeffrey Park.
- The next Recreation Board meeting will be held on Wed., Oct. 12th at 530p at City Hall.

Jazz in the Park – Smoke and Fire:

- The first ever Jazz in the Park – Smoke and Fire event was held at Schneider Park on Aug. 28th.
- This was the first Jazz in the Park to be held at the new Schneider Park athletic field as we continue to promote the new park to the community.
- Thank you to Bexley Resident Alex Silverman, the brainchild of the Smoke and Fire portion of the event, for all his hard work putting this wonderful event together.

Bexley Labor Day Block Party:

- For the second year, the Labor Day Block Party was held on Main Street.
- The event had all of the Labor Day classics with the egg drop, balloon toss, inflatable games, rock wall, cornhole, and more. This year's event took on a sustainability theme and included Farm to You petting zoo, electric vehicle show, sustainable arts and crafts, and Rumpke sorting games.
- Once again, the event was a joint event with the Brewfest, which is a fundraiser for Alzheimer research and support.
- Huge thank you to the maintenance staff for all of the work setting up, tearing down and keeping the event running.

**Bexley Community Campout – Sept. 23 & 24:**

- The Community Campout will return to Jeffrey Park for the first time since the pandemic.
- This is a great community program, providing an opportunity for families to campout close to home and with minimal planning.
- We will provide food, s'mores, camp fires, entertainment and more. All families will need to bring is there tent and any sleeping supplies.
- This program requires registration as there are a limited number of spots. We do still have a few spots open, so please spread the word.

**Upcoming Events:**

- Jazz in the Park (Havenwood) – Sunday, Sept. 18th from 5p-7p
- Community Campout – Sept. 23 & 24
- Main Event Movie Night – Hispanic Heritage Themed – Friday, Sept. 30th
- Harvest Festival – Friday, Oct. 21st from 6p-8p



Service Department Update

Service Director

Andy Bashore

September 13th 2022

Street Department:

The crews are working on asphalt patches. The crew has also been doing some concrete repairs. The crew will be finishing the asphalt work this week in the south gateway, by the outdoor patio. This past week the crew set up for the Labor Day block party.

Water and Sewer Department:

The Water/Sewer crew continues to clean and video the main lines, which is providing data for upcoming lining projects. The crew just finished the 1st phase of the water meter testing program.

Urban Forestry/Grounds Maintenance:

The tree crew is working on the dog park, drainage has been installed. The fencing contractor will be starting in the next couple of weeks. The grounds crews continue to mow the city grounds.

Drexel Project

Drexel-Main to Broad-The water main line work is complete. The storm sewer pipe work is almost complete. The project has transitioned to concrete work and restoration work. The sewer relining work is 90% complete and will resume in early winter. AEP will be starting their pole replacement in December.

Drexel Traffic Plan

The Drexel traffic pattern will continue to have restrictions. Two-way traffic will be maintained when possible. Bryden Rd. has been reopened.

2022 Street Project-

The concrete and asphalt portions of the project are complete. The next phase of the project will be pavement markings, which will take place in early October.

2022 Grandon Water line/Street Project

The project bids came back in over the engineers estimate. Going to rebid and we will push back the project back to start in early spring of 2023. The project was about 30% over of the estimate, mainly due to shortage of main line pipe.

2022 Sewer Lining Project

The phase 2 lining project will go out to late-September.

2022 Sidewalk Project

The 2022 sidewalk project area will be:

Stanwood to Gould in the north and central sections and Vernon to Chelsea in the south.

The sidewalk panels have been marked. The project bids have returned and have been reviewed. The contract was awarded to G&G Cement, the project will start in early October.

Service Dept. Highlights

- The Taste of Bexley banners have been installed on Main Street
- The traffic engineer is working on an enhanced safety plan for the College Ave. crosswalks.
- City street lights are being evaluated and replaced as needed.
- A fence contractor has been selected for the dog park and work will start later this fall.
- The street sweeper has been out constantly trying to keep the city streets clean.
- Fire hydrants were recently evaluated for their appearance and 75 hydrants have been painted throughout the city.
- The 2022 alley light project will be starting in early October.
- The City took delivery of our first electric mower in mid-August.
- The annual lead and copper testing is complete and the City was in compliance.



September 13, 2022 **MAYOR'S UPDATE**

Coming up in Bexley:

September 14, 6:00 pm:	Chamber of Commerce
September 14, 6:00 pm:	Board of Education
September 14, 7:00 pm:	Learn About Solar Co-Ops at Bexley Library
September 15, 4:00 pm:	Farmers' Market
September 18, 2:00 pm:	Wasted! Screening
September 18, 5:30 pm:	Jazz in the Park
September 19, 6:30 pm:	Bexley Minority Parent Alliance
September 20, 4:00 pm:	Citizen Review Board
September 20, 6:00 pm:	Environmental Sustainability Advisory Committee
September 21, 4:00 pm:	Tree and Public Gardens Commission
September 22, 4:00 pm:	Farmers' Market
September 22, 5:30 pm:	Taste of Bexley at Jeffrey Park
September 25, 2:00 pm:	"2040" screening at Mees Hall
September 26:	Rosh Hashana
September 27, 6:00 pm:	City Council Meeting
September 28, 6:30 pm:	Alley of the Future Ask-an-Expert panel
September 30, 6:30 pm:	The Main Event! Encanto & Hispanic Heritage event
October 1, 9:00 am:	ReCycle Bikes workshop at Maryland Elementary(?)
October 1, 1:00 pm:	Sustainable September wrap-up - Convo in a Kayak
October 14:	Alley of the Future Application Deadline!
October 21, 6:00 pm:	Harvest Festival
October 29:	Halloween Bash at Jeffrey Mansion
October 31:	Trick-or-Treat!

Some of What I've Been Up To:

- Weekly departmental meetings
- Routine staff and cabinet touch-base meetings
- Meetings, planning for Smoke X Fire festival
- Attended MORPC Board Meeting
- Planning and communications work on Year of the Parks + Youth Active Spaces planning meeting
- Work with Building Department on various issues
- BCF Grant Writing Work
- Alley of the Future work and planning and launch
- Various calls and emails to address resident issues and questions.
- Smoke and Fire Fest
- Labor Day Block Party prep and event
- Crosswalk safety meetings for Broad/Cassingham
- Met with Columbia Place residents re: ROW
- Met with Columbus re: Astor ped/bike bridge
- Board member orientations
- Attended Rapid5 river cleanup at Alum Creek
- Columbus Regional ESID board meeting
- CIC meeting prep and meeting
- Met with health insurance broker re: 2023
- Helped at Vegan food truck fest
- Bexley re:Cycle bikes workshop
- Bike plan internal and external meetings
- Building inclusive communities regional roundtable

Keep in touch! To sign up for weekly email updates from the City of Bexley, including information on community events and timely notifications and reminders, visit: www.bexley.org/blast



Human Resources Audit

We've received multiple proposals for a comprehensive human resources audit. I'll be working with the Auditor and department heads to move forward with an audit, hopefully to commence in the coming weeks.

Broad and Cassingham Crossing Support

We've been working with the school district and parents to come up solutions for a crossing guard program at Broad and Cassingham. Chief Lewis will be providing additional officer support in the morning between 7:30-8:30 am and 3:30-4:00 pm to aid with crossing safety. Work is underway to gather a volunteer group for additional support. This group will reconvene in December to revisit and reevaluate.

Alley of the Future Launch

The Alley of the Future Competition is officially underway. The program has been promoted through social media and on the Blast and a launch event was held last week at Bexley Public Library. At this event, Keith Myers spoke about the history and importance of alleys and about the need to rethink the way we use alleys as we plan for the future. After the presentation, Mayor Kessler and Staff Consultant Elena Andrews answered questions about the program, which will accept entries through October 14 at 5pm.

Two additional events have been planned to allow for additional questions and discussion, including:

September 28 - 6:30pm at Bexley Public Library: Panel discussion and Q&A

October 6 - 5-6:30pm at Bexley City Hall: Open Office Hours with Elena and Mayor Kessler

Budget Process Update

Budget season is upon us and planning is already underway. Department Directors are already working on preliminary budget plans and meetings with the Mayor have been organized to further discuss budgetary plans for 2023. A draft budget is planned for the October 11th meeting, with a first reading planned for the October 25th meeting.

Year of the Parks Update

Following the initial meeting of the visioning committee, we have youth engagement workshops planned for later this month. Our next step will be to incorporate the feedback from these meetings to narrow and refine the list of projects. We hope to provide a honed list of proposed projects next month for Council's review.

Scooters!

After an influx in private for-hire e-scooters being placed and left on sidewalks throughout the City, City service crews have been instructed to remove any items that violate the City's code, including e-scooters that have been deposited on the sidewalk without permit or license. Should Council wish to allow scooters to be deposited on sidewalks without removal, new code would need to be created providing for a well regulated permitting or licensing scheme for private operators.



So much fun

Clockwise from top left:

Swearing in ceremony for Chief Lewis

Alum Creek cleanup with Rapid 5 volunteers and Rapid 5 director, Dr. Amy Acton

Grilling at Labor Day Block Party with Director Heckman and the Bexley Cookout Crew

Cookout Stats:

200+ servings of Short Rib Poutine at Smoke and Fire

500+ servings of Mahi Mahi tacos, burgers, and hot dogs at Labor Day Block Party

20+ servings of Szechuan Hot Pepper Tofu bowls at the Vegan Food Truck Festival







City Council Meeting Minutes

Tuesday, August 23, 2022

6:00 PM

1) Call to Order

Council President Troy Markham called the meeting to order at 6:04 pm.

2) Roll Call of Members

Council Members in Attendance: Sam Marcellino, Lori Ann Feibel, Troy Markham, Jessica Saad, Jen Robinson, Matt Klingler

Mr. Markham moved to excuse Ms. Lampke's absence.

Mr. McPeek seconded.

All in Favor: Sam Marcellino, Lori Ann Feibel, Troy Markham, Jessica Saad, Jen Robinson, Matt Klingler

Opposed: None

Motion passed 6-0.

3) Pledge of Allegiance

4) Special Guests and/or Presentations

A) Elizabeth Ellman to Present Feet on the Street Program

Ms. Ellman spoke about the Feet on the Street recycling auditing program, including the planned items, including the audit, the education messaging to education, and a general timeline of the program. Ms. Ellman also invited anyone to visit the Feet on the Street page.

Several Council members asked general questions about the program and specific questions about items and whether they are recyclable.

5) Ordinances/Resolutions with visiting presenters

6) Public Comments (Speaker Slip Required)

Erica McIntyre of 172 S. Columbia spoke in opposition to expansion of the carriage house as the

intent of use will change from a residence for a nanny or staff member to a permanent resident and she doesn't feel that use is in agreement with the initially granted variance.

7) President's Report

Mr. Markham reminded everyone of this weekend's Smoke and Fire Festival at Jazz in the Park, which starts on Sunday at 8pm. Ms. Saad asked about the parking, which Mr. Kessler addressed.

8) City Attorney Report

Mr. Fishel reported on the recent decision on 2300 Livingston Avenue, which ruled in favor of the appellant. Mr. Fishel also spoke about tomorrow's hearing on 81 N. Drexel Avenue and reminded Council members of their specific responsibilities.

9) Auditor's Report

Mr. McPeek mentioned that Beecher will provide an update on finances and Mr. McPeek also reported on some calls with our investment company to ensure confidence in the strategy given the current nature of the audit right now. Mr. McPeek also discussed the ongoing work toward an HR audit.

10) Administrative Update:

A) Finance Department Update - Beecher Hale

Mr. Hale reported on the finances, specifically on the health of the general fund, which is well above budget primarily due to income tax. Mr. Hale also spoke to some of the other highlights of his report.

B) Police Department Update - Interim Chief Gough

Interim Chief Gough had nothing to his report. Mr. Marcellino asked about an increase in vehicle theft and asked if it was related to Kia and Hyundai, and interim chief confirmed this is accurate, though there are increased car thefts across other makes and models as well. Ms. Saad asked if we'd reported this through the Blast, and it was not included, but Ms. Feibel will follow up on this.

Mr. Markham thanked Interim Chief Gough for stepping up to lead our Police Department and expressed his gratitude for his service and expressed enjoyment. Mr. Kessler also thanked him for his service which turned into a larger endeavor and that he steered the department well.

Interim Chief Gough expressed his compliments to Chief Lewis and his confidence in Council's selection.

C) Recreation and Parks Update - Mike Price

Mr. Price was not online for the meeting, but Mr. Kessler briefly highlighted some of the items on Mr. Price's report including the success of Splish, Splash, and Dash and the Paws in the Pools. Ms. Feibel thanked all of the volunteers, specifically calling out Paramount Church and the Cross Country team at Bexley High School both of whom provided tremendous support.

D) Service Update: Andy Bashore- Service Director

Mr. Bashore had no additions to his report. Mr. Kessler asked about Drexel reopening soon for normal traffic, and Mr. Bashore confirmed this is accurate and also provided a report. Ms. Saad asked about vehicles and where they are placed in the evenings, as it seems like they are clustered in a way that's creating issues for residents' visibility. Mr. Bashore will be meeting with the City Engineer this week so he'll look into this. Mr. Marcellino asked a question about alleys and any projects we might not be aware of, which Mr. Bashore answered, explaining there are no large-scale formal projects, but he is working on small drainage issues. Mr. McPeck asked about the heavy rainfall last weekend and asked about reports on water intrusion in basements, which Mr. Bashore confirmed have not recently increased.

E) Mayor's Update

Mr. Kessler provided highlights of his report, calling attention to the Rapid 5 Litter Cleanup, and also spoke about Smoke and Fire Festival and the Labor Day block party. Mr. Kessler also reported on the work of our intern, Marcus. Mr. Kessler also spoke about a swearing-in ceremony for Chief Lewis. Mr. Kessler also spoke about the Kitchen of Life program and facility in Bexley which he recently toured. Mr. Kessler also spoke about Alley of the future and some of the recent work on Livingston.

Mr. Klingler asked about the speed car, and Mr. Kessler reported the need for an ordinance which will be worked on soon. Mr. Marcellino asked for a brief description of the speed car, which Mr. Kessler provided.

11) Consent Agenda: (No Speaker Slip Required)

A) Meeting Minutes from August 9, 2022 City Council Meeting.

Mr. Markham moved to approve minutes from August 9, 2022 meeting.

Mr. Klingler seconded.

All in Favor: Sam Marcellino, Lori Ann Feibel, Troy Markham, Jessica Saad, Jen Robinson, Matt Klingler

Opposed: None

Motion passed 6-0.

12) Third Readings: (No Speaker Slip Required)

13) Second Readings: (Speaker Slip Required)

A) Resolution 6-22 adopting the 2022 recommendations of the Bexley Tax Incentive Review Council regarding tax-abated properties in the City of Bexley, introduced by Monique Lampke on August 9, 2022.

Mr. Fishel read the ordinance and Mr. Markham invited Mr. Kessler to provide a brief overview of the TIRC resolution, which he did. The ordinance will be on the consent agenda at the next meeting.

- B) Ordinance 29-22 to appropriate \$10,000 from the water fund and \$10,000 from the sewer fund to pay overtime for the remainder of 2022, introduced by Monique Lampke on August 9, 2022.

Mr. Fishel read the ordinance and Mr. Markham invited Mr. Kessler to provide an overview of the background of this ordinance which Mr. Kessler did.

14) First Readings: (Speaker Slip Required)

- A) Ordinance 31-22 to establish a special fund designated the Stanbery Avenue and Chelsea Avenue Improvements Fund to record all revenue and expenses associated with the Stanbery and Chelsea improvements project, to appropriate \$5,178,342 from this fund to pay for the cost of the project, to authorize transfers from the Water, Sewer and Road and Alley Funds of \$137,330, \$60,742 and \$66,024 respectively to the Stanbery and Chelsea Project Fund. Introduced by Monique Lampke on August 23, 2022.

Mr. Fishel read the ordinance and Mr. Markham invited Mr. Kessler to provide some background on this ordinance which he did.

- B) Ordinance 33-22 to authorize supplemental appropriations for calendar year 2022 introduced by Monique Lampke on August 23, 2022.

Mr. Fishel read this ordinance and Mr. Kessler provided some information regarding the rationale for this ordinance which is needed due to the unanticipated increase in gasoline prices, increases in permits and related fees, and a shift in budgeting strategy to ensure end of year invoices can be paid with that year's funds.

- C) Ordinance 32-22 to certify special assessments for the repair of sidewalks, and or other required work, where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner, introduced by Monique Lampke on August 23, 2022.

Mr. Fishel read ordinance 32-22 and Mr. Markham invited Mr. Kessler to provide some additional background.

- D) Ordinance 34-22 to amend the use variance at 216 South Columbia Avenue, to allow for expansion of the existing carriage house introduced by Matt Klingler on August 23, 2022

Mr. Fishel read the ordinance and Mr. Klingler provided some background and rationale behind this ordinance and Mr. Kessler added some additional detail on the background and provided some information on the plan. Mr. Kessler confirmed that additional individuals will be there. Mr. Fishel provided some background as to why this is seen by Council (Matt Klingler at 7:09pm) Mr. Marcellino asked some questions about a former ordinance, Mr. Klingler also asked for a clarification on what Council is responsible for approving. Several Council Members continued to ask questions and discuss the specific c

15) Tabled Ordinances:

- A) Ordinance 14-22 to Amend Section 1266.14 Solar Panels, in order to provide for consistent regulation and a streamlined approval process for solar panel projects introduced by Matt Klingler on April 12, 2022

B) Ordinance 41-21 accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street. (Introduced by Jessica Saad September 28, 2021)

No action at this time.

- 16) Executive Session to consider the purchase of property (both real and personal, tangible or intangible), or to consider the sale of property (either real or personal) by competitive bid if disclosure of the information would give a competitive advantage to the other side by division (G)(2) of section 121.22 of the Revised Code; and Conferences with the public body's attorney concerning pending or imminent court action by division (G)(3) of section 121.22 of the Revised Code. Court action is "pending" if a suit has been commenced; court action is "imminent" if it is on the point of happening or impending.**

Mr. Markham moved.

Mr. Klingler seconded.

All in Favor: Sam Marcellino, Lori Ann Feibel, Troy Markham, Jessica Saad, Jen Robinson, Matt Klingler

Opposed: None

Motion passed 6-0.

City Council entered executive session at 7:21 pm.

Mr. Markham moved to exit Executive Session.

Mr. Klingler seconded.

All in Favor: Sam Marcellino, Lori Ann Feibel, Troy Markham, Jessica Saad, Jen Robinson, Matt Klingler

Opposed: None

Motion passed 6-0.

City Council concluded executive session at 8:13pm

Mr. Markham moved to introduce Ordinance 30-22 to approve the purchase of property located at 2838-2840 Delmar Drive, Bexley, Ohio; to appropriate \$105,000 from the Capital Fund for expenses associated with the purchase of said property; and to declare an emergency.

Mr. Klingler seconded.

All in Favor: Sam Marcellino, Lori Ann Feibel, Troy Markham, Jessica Saad, Jen Robinson, Matt Klingler

Opposed: None

Motion passed 6-0.

Mr. Fishel then read Ordinance 30-22 and Mr. Markham invited Mr. Kessler and Mr. Bashore to provide some background and rationale behind the proposed purchase, which they did. Ms. Feibel applauded Mr. Bashore for his work on this initiative. Hearing no other questions, Mr. Markham moved on.

- 17) Strategic Committee - Jen Robinson, Chair**

Ms. Robinson shared information about an upcoming library program with the Bexley Historical Society on August 25th at 2pm.

18) Service and Environmental Committee - Lori Ann Feibel, Chair

A) Sustainable September

Ms. Feibel discussed some of the upcoming events in Sustainable September and presented the flyer, encouraging Council members to find at least one event they could participate in.

19) Finance Committee - Monique Lampke, Chair

Not present.

20) Safety and Health Committee - Sam Marcellino, Chair

Mr. Marcellino thanked the police department for their hard work to keep everyone safe, especially through the start of the new school year.

Mr. Kessler added some comments recently received from parents with students regarding school crossings at Broad Street.

21) Zoning and Development Committee - Matt Klingler, Chair

No update but Mr. Klingler wished Mr. McPeek a happy birthday.

22) Recreation and Parks Committee - Jessica Saad, Chair

Ms. Saad encouraged everyone to support athletic boosters.

23) Public Comments (No Speaker Slip Required)

Mr. Don Lewis of 663 Euclaire spoke about attending the event welcoming students and expressed disappointment at not seeing City officials in attendance.

24) Adjourn

Mr. Klingler moved to adjourn.

Mr. Marcellino seconded.

All in Favor: Sam Marcellino, Lori Ann Feibel, Troy Markham, Jessica Saad, Jen Robinson, Matt Klingler

Opposed: None

Motion passed 6-0.

Mr. Markham adjourned the meeting at 8:18 pm.

RESOLUTION NO. 6 - 22

By: Monique Lampke

A Resolution adopting the 2022 recommendations of the Bexley Tax Incentive Review Council regarding tax-abated properties in the City of Bexley.

WHEREAS, UNDER O.R.C. Section 3735.67, the owners within three developments on East Main Street have submitted applications for, and been granted, tax exemptions on real property improvements; and

WHEREAS, the owner of Bexley Gateway Plaza (Parcel N. 020-004740 aka 2152-2158 East Main Street) is Bexley Gateway Plaza Ltd and the property was granted a 15-year 50% tax exemption under Ordinance 74-04; and

WHEREAS, the owners of the condominiums and garages at Bexley Gateway Plaza (parcels 020-000380, 020-004741, 020-004742, 020-004756 through 020-004783, 020-004785 through 020-004815, 020-004818 through 020-004838, and 020-004843 through 020-004845) have applied for and received tax abatements under the Bexley Main Street Residential CRA, consisting of a 15-year abatement averaging 70%; and

WHEREAS, the owners of Parcel 020-004737 and 020-004738 were granted a 15-year declining tax exemption (100% years 1-5; 75% years 6-9; 50% years 10-13; 25% years 14-15) under Ordinance 14-10; and

WHEREAS, the owners of the condominiums at the Gramercy (parcels 020-004866, 020-004867, 020-004868, 020-004869) have applied for and received tax abatements under the Bexley Main Street Residential CRA, consisting of a 70%, 15-year abatement commencing in tax year 2018; and

WHEREAS, at a meeting on June 29, 2022, the Bexley Tax Incentive Review Council (“TIRC”) reviewed the tax exemption agreements and investment, payroll, and job commitments contained in those agreements versus progress made toward achieving those commitments; and

WHEREAS, the Bexley Tax Incentive Review Council has recommended the continuance of the abatements that have been provided by the City of Bexley, and has reviewed the City’s Tax Increment Financing district and fund status, and the corresponding TIRC report is attached to this Resolution as “Exhibit A”;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the existing real property tax exemption for parcel 020-004740 (Bexley Gateway Plaza) shall be continued.

Section 2. That the existing residential abatements for the condominiums and garages commonly known as "The Alexander", parcels 020-000380, 020-004741, 020-004742, 020-004756 through 020-004783, 020-004785 through 020-004815, 020-004818 through 020-004838, and 020-004843 through 020-004845, shall be continued.

Section 3. That the abatements for parcel 020-004737 and 020-004738 (One Dawson) be continued for the terms and percentages specified in Ordinance No. 14-10, dated April 13, 2010, beginning at 100% for the first effective year of the abatement and declining to 25% by the expiration of the term, for an average of 70%, shall be continued.

Section 4. That the residential abatements for the condominiums located at the Gramercy, for parcels 020-004866, 020-004867, 020-004868, 020-004869, commencing in 2018 and continuing for 15 years at a 70% abatement, shall be continued.

Section 5. This Resolution shall go into full force and effect at the earliest date allowed by law.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matt McPeek, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First Reading:
Second Reading:
Third Reading:

EXHIBIT A

Abatement Report

Name of TIRC Bexley
Company Name Gateway (2152-2158 E Main st)

Tax Year 2021
Community Reinvestment Area Type New Construction

CRA Name Bexley E. Main Street CRA
First Year 2007 **Last Year** 2021
Total Appraised Value \$4,510,000

Percent Abated 50%
Number of Years 15
Total Value Abated \$1,953,400

Annual Tax Paid \$78,870.74
Delinquent Tax \$0
Building Description/Use Mixed use
Tenants Raymond James, USRC, Rusty Bucket, Moshi Sushi, Bespoke Salon, Clean Title

Foregone Tax \$60,262.11
Do you believe this abatement is in compliance?
 Yes
Parcel Numbers 020-004740

Vacancies Former Jeni's Ice Cream

Project Details/History

Photo (If Provided by Municipality)

Bexley Gateway is a three-story, mixed use retail and office building located at Parkview and Main.



Agreement Benchmarks

Real Estate Only Investment \$17,700,000
Investment Completion Date December 30, 2009
Number of Retained Jobs 0
Payroll Retained \$0
Number of New Jobs Created 79
New Payroll Created \$1,200,000
Jobs/Payroll Created By December 30, 2009

As Verified

Real Estate Only Invested \$30,302,500
Date Investment Completed January 1, 2006
Actual Retained Jobs 6
Payroll Dollars Retained \$310,832.5
New Jobs Created 94
New Payroll Dollars Created \$2,778,666.55
Community Involvement

Other Agreement Benchmarks
Notes

Clean Title occupied space first half of 2021

TIF Report

Municipality BEXLEY CITY
TIF Name MAIN STREET TIF
TIF Ordinance 91-2004
First Year 2015 **Last Year** 2033
Levy Sharing N
School or Non-School TIF NS
JVSD

Tax Year 2021
Percent of TIF 100
TIF ORC Code 5709.40 (C)
Number of years total 30
Revenue Sharing Y & N
How Much?
School District BEXLEY CSD

Project History

The Main Street TIF helps to support new development and to provide funding for streetscape improvements to Main Street and adjacent and supportive public facilities

Fund Balance \$344,355
Funds Received this Year \$338,226
Expenditures \$216,157

Balance Owed \$820,273.65
Funds Received Total \$0

Expenditure Details

Debt service on 2013 streetscape project; TIF project reimbursement; bike infrastructure improvements

TIF Report

Municipality BEXLEY CITY
TIF Name BEXLEY CITY HALL URBAN REDEVELOPMENT TIF
TIF Ordinance 01-2014
First Year 2015 **Last Year** 2043
Levy Sharing N
School or Non-School TIF S
JVSD

Tax Year 2021
Percent of TIF 100
TIF ORC Code 5709.41
Number of years total 28
Revenue Sharing N
How Much? 30%
School District BEXLEY CSD

Project History

The City Hall TIF helps support the City's costs in relocating the City Hall and Service Garage site in order to provide additional income-tax generating use on Main Street.

Fund Balance \$2,085
Funds Received this Year \$109,723
Expenditures \$135,894

Balance Owed \$810,000
Funds Received Total \$469,277

Expenditure Details

Debt service on City Hall redevelopment bond; school district PILOT

ORDINANCE NO. 29 - 22

By: Monique Lampke

AN ORDINANCE TO APPROPRIATE \$10,000 FROM THE WATER FUND AND \$10,000 FROM THE SEWER FUND TO PAY OVERTIME FOR THE REMAINDER OF 2022.

WHEREAS, An increase in water main breaks and after-hours water infrastructure maintenance has occurred in 2022; and

WHEREAS, 2022 has seen an unusual amount of flood activity, resulting in an increase in after-hours sewer maintenance work; and

WHEREAS, Additional appropriation is necessary in order to cover costs associated with an increase in water and sewer maintenance overtime;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY

Section 1.

That \$10,000 is hereby appropriated from the Water Fund to department 09-366 and \$10,000 is hereby appropriated from the sewer Fund to department 10-367 to pay overtime for the remainder of 2022.

Section 2.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matt McPeek, Clerk of Council

Approved: _____, 2022

Mayor Ben Kessler

First Reading:
Second Reading:
Third Reading:
Date Passed:

ORDINANCE NO. 30 - 22

By: Monique Lampke

An ordinance to approve the purchase of property located at 2838-2840 Delmar Drive, Bexley, Ohio; to appropriate \$105,000 from the Capital Fund for expenses associated with the purchase of said property; and to declare an emergency.

WHEREAS, the City of Bexley has an opportunity to purchase a property which will be beneficial to the residents and the efficient operation of the City; and

WHEREAS, the purchase of said property will provide valuable space and future cost savings to the Service Department; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY:

Section 1.

That the Mayor shall have the authority to enter into a real estate purchase contract for the property located at 2838-2840 Delmar Drive, Bexley, Ohio, which contract is attached hereto as "Exhibit A".

Section 2.

That \$105,000 is hereby appropriated from the Capital Improvements Fund for the purchase of the property and for associated inspection, closing costs, and fees.

Section 3.

That in order to ensure the ability of the City to provide for an improved operational environment for the City's service functions, this Ordinance is hereby determined to be an emergency and shall take effect and be in force immediately upon passage and execution by the Mayor.

Passed _____, 2022

Troy Markham, President of Council

Attest: _____, 2022
Matt McPeek, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First Reading: 8/23/22

Second Reading:
Third Reading:

**This document has been prepared by the Columbus REALTORS® and the Columbus Bar Association and is for the exclusive use of their REALTOR® members only.
Columbus REALTORS® and the Columbus Bar Association © Copyright 2005.**

The Columbus REALTORS®/CBA purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in **12 point or larger courier font in bold**. Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS®/CBA purchase contract. All deletions from the standard form are to be noted by "strike-out".



**REAL ESTATE
PURCHASE CONTRACT**



It is recommended that all parties be represented by a REALTOR® and an Attorney

Date: 8/16/22

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of Franklin, Tax parcel no(s). 020-002849-00 and further described as: **2838-2840 Delmar Drive, Columbus, Ohio 43209, being a 2-story duplex and the .14 acres upon which it sits.**

1. Purchase price shall be \$90,000 (Ninety Thousand dollars)

No. **1.1 Additional Terms and Conditions:**
Contingent upon approval of Bexley City Council
Proof of funds to be provided within 10 days of City Council approval

2. Attorney Approval Clause

The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within 7 calendar days after acceptance hereof (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 3 calendar days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 3 calendar day period. If the contract is terminated, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

3. Financing: (Buyer shall select and initial one of the following)

3.1 / Buyer will pay the purchase price in cash at closing. Paragraph 3.2 does not apply to this contract. Buyer shall deliver to the Seller or Seller's Broker, within calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3. **OR**

Buyer Initials _____

3.2 ____ / ____ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 3.2.

3.2(a) Lender Pre-Qualification:

Buyer ____ / ____ (insert initials here) has delivered **OR** ____ / ____ (insert initials here) shall deliver within ____ calendar days (if left blank, the number shall be 2) after date of acceptance, to Seller or Seller's Broker, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

3.2(b) Loan Application:

(i) Within ____ calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:

- a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) _____ loan,
- b) inform the Seller or Seller's Broker in writing of the identity of the lender, and
- c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller or Seller's Broker in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller or Seller's Broker within 3 calendar days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. **Failure of the Buyer to deliver the lender's written notification within 3 calendar days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.**

3.2(c) Loan Commitment:

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller or Seller's Broker a loan commitment within ____ calendar days (this subsection 3.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller or Seller's Broker, the Seller may terminate this contract pursuant to paragraph 3.3.

3.2(d) Appraisal Contingency:

If the property is appraised or otherwise valued for loan purposes for less than the purchase price stated herein, the Buyer shall have the right to terminate this contract by written notice to the Seller or Seller's Broker delivered within 5 calendar days after Buyer receives a copy of the appraisal or other documentation evidencing the lender's determination of value. The notice shall be signed by the Buyer and accompanied with the appraisal or other documentation evidencing the lender's determination of value. Upon delivery, the earnest money deposit shall be returned to the Buyer, pursuant to paragraph 12. **Failure of the Buyer to deliver the written notice of termination within 5 calendar days following Buyer's receipt of the appraisal constitutes a waiver of Buyer's right to terminate, pursuant to this provision.**

3.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 3.1, 3.2(a), 3.2(b)(i), or 3.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 15.1, notify the Buyer or Buyer's Broker in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 3.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

4. Taxes and Assessments:

4.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recouplements for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

_____.

4.2 The community development charge, if any, applicable to the premises was created by a covenant in an instrument recorded at (insert county) _____, Vol. _____, Page number _____ or Instrument number _____. (Note: If the foregoing blanks are not filled in and a community development charge affects the premises, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code.)

4.3 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

_____.

5. Fixtures and Equipment:

5.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

Buyer Initials _____

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And including the following:
Refrigerator and Stove

5.2 The following shall be excluded: (none if nothing inserted)

5.3 The following leased items shall be excluded: (none if nothing inserted)

6. Inspections and Tests:

6.1 The Broker strongly recommends that the Buyer conduct inspections and/or tests. **The Broker further recommends that inspections and tests be performed by a home inspector duly licensed by the State of Ohio, or, with respect to specific components or conditions, be performed by a qualified person who is exempt from home inspector licensure requirements pursuant to Ohio Revised Code section 4764.03. To verify whether a home inspector is licensed in the State of Ohio, go to: <http://elicense3.com.ohio.gov/lookup/licenselookup.aspx>.**

The Buyer and the Seller understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises.

IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

6.2 Seller shall cooperate in making the premises reasonably available for inspections and/or tests.

Buyer Initials _____

6.3 Specified Inspection Period: Buyer shall have 7 (not applicable if the number of calendar days is not inserted) calendar days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of calendar days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties.

All requests to remedy shall be submitted to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests, and/or reports.

The Buyer, at Buyer's expense, shall have the right, and is strongly encouraged, to have any and all inspections, tests, and/or reports conducted, including but not limited to the following:

- (a) Inspection of the premises and all improvements, fixtures, and equipment;
- (b) Inspection or testing for **radon**;
- (c) Inspection or testing for mold, and any other environmental test;
- (d) Inspection or testing for lead-based paint;
- (e) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio Certified Pest (Termite) Control Applicator;
- (f) Inspection of the gas lines on the premises;
- (g) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory of the Buyer's choice;
- (h) Determination of the need for and cost of federal flood insurance;
- (i) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice.

With respect to housing constructed prior to January 1, 1978, the Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Lead poisoning in young children may produce permanent neurological damage including learning disability, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

6.4 If the Buyer is **not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 6.3, then the Buyer may elect to proceed under one of the following provisions, 6.4(a) or 6.4(b):

6.4(a) Agreement to Remedy Period: On or before the end of the Specified Inspection Period, the Buyer shall deliver to the Seller or the Seller's Broker a written request to remedy, signed by the Buyer, stating the unsatisfactory conditions, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions.

The Buyer and Seller shall have _____ calendar days (not applicable if the number of calendar days is not inserted), **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of calendar days for the Agreement to Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this

contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

OR

Prior to the end of the Agreement to Remedy Period, the Buyer can, in writing, waive such request to remedy and proceed with the contract.

The commencement of the Agreement to Remedy Period does not obligate the Seller to reach an agreement with the Buyer.

The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude the Buyer from later delivering a notice of termination as contemplated by paragraph 6.4(b) below during the Agreement to Remedy Period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to remedy.

OR

6.4(b) Notice of Termination: Within the Specified Inspection Period or as provided in paragraph 6.4(a), the Buyer may terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

FAILURE OF THE BUYER TO DELIVER WRITTEN NOTICE PURSUANT TO PARAGRAPHS 6.4(a) OR 6.4(b) CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.

6.5 Condominium or Homeowners' Association Document Provision:

6.5 (a) If the premises is a condominium unit governed by a Condominium Association, or is located within a community governed by a Homeowners' Association, Seller shall provide Buyer with the following information and documents within 5 calendar days after the date of acceptance of the contract by both parties:

- Condominium Declaration and/or Deed Restrictions, and Bylaws of the owners' association (condominium or homeowners'), including all amendments to the Declaration or Deed Restrictions except amendments that only increase the number of units or homes subject to the Declaration or Deed Restrictions;
- Condominium Board / Management Company Contact: Name, phone number, email;
- Contact information for any other mandatory membership association if applicable: Name, phone number, email;
- A statement from the association regarding this home/unit, confirming when the next (assessment) payment is due, the amount of such payment, the amount of any pending special assessment(s), and that the account is current;
- Association Initiation Fee, Reserve Contribution, and Association Transfer Fee;
- Minutes from the last 3 meetings of the directors or trustees of the owners' association;
- Minutes from the last meeting of members of the owners' association;
- Most recent version of unrecorded Rules and Regulations;
- Current Financial Statement showing the nature of the association's assets, including:
 1. Most current balance sheets, income and expense statements, and budget; and
 2. Copy of the most recent reserve study.

6.5(b) Review Period: Buyer's obligations are contingent upon satisfactory review of the documents provided pursuant to paragraph 6.5(a). Buyer shall have 5 calendar days after receipt of the last delivered documents, or 10 calendar days after the date of acceptance of the contract by both parties, whichever shall first occur, in which to review the documents. If Buyer is not provided some or all of the requested documents or is not satisfied with any of the requested documents within the stated time period for Buyer review, Buyer, as Buyer's sole remedy, may deliver a written notice of termination to Seller, and the earnest money shall be returned to Buyer pursuant to paragraph 12. **Buyer's failure to deliver the written notice of termination within 5 calendar days following Buyer's receipt of the requested documents, or 10 calendar days after the acceptance of the contract by both parties, whichever shall first occur, constitutes a waiver of Buyer's right to terminate pursuant to this provision.** This provision does not limit Buyer's right to object to matters set forth on the title commitment pursuant to paragraph 9.3 herein.

7. Warranties:

7.1 Home Warranty or Protection Plan: The Seller, at a cost not to exceed \$ _____, plus applicable sales tax shall provide a home warranty or protection plan from _____ (not applicable if plan name not inserted). The Broker may receive compensation for services rendered in connection with the sale of the home warranty or protection plan.

8. Deed:

8.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

8.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

9. Title Insurance:

9.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 8.1.

9.2 Seller shall deliver, or cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment referenced in Paragraph 9.1 above no later than 15 calendar days prior to the date of closing pursuant to this

agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller or Seller's Broker, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

9.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 8.1(c) through 8.1(f). Buyer must notify the Seller or Seller's Broker in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

9.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

9.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

10. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

10.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

10.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

10.3 Security deposits shall be transferred to the Buyer.

10.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

11. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

11.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

11.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller and/or Seller's Broker. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 12.

11.3 Failure by the Buyer to notify the Seller and/or Seller's Broker in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 11.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 11.2(c).

11.4 Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 11.2.

11.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

12. Earnest Money Deposit:

12.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 12 is not applicable if no amount inserted).

12.1(a) The Earnest Money shall be deposited (Buyer shall select and initial one of the following):

_____ / _____ with the Buyer's Broker not later than 3 calendar days after acceptance of this contract by both parties in writing.

OR

_____ / _____ with the Buyer's Broker not later than 3 calendar days after the expiration of the Agreement to Remedy Period as set forth in paragraph 6.4 provided this Contract has not otherwise been terminated.

12.1(b) Within 3 calendar days of the receipt of the earnest money, the Buyer or Buyer's Broker shall notify the Seller or Seller's Broker in writing that Buyer has made the earnest money deposit (the "Deposit Notice").

12.1(c) If Seller or Seller's Broker does not receive the Deposit Notice within 3 calendar days following the date set forth in paragraph 12.1(a) for deposit of the Earnest Money, Seller may, at any time until Seller or Seller's Broker has received the Deposit Notice, notify Buyer or Buyer's Broker in writing that Seller has not received the Deposit Notice (a "Deposit Notice Demand"). If Seller receives the Deposit

Notice within 3 calendar days after delivery of Seller's Deposit Notice Demand, the parties shall proceed with the transaction. If Seller does not receive the Deposit Notice within 3 calendar days after delivery of the Deposit Notice Demand, Buyer will be in breach of this contract and Seller may, at any time thereafter until the Deposit Notice has been delivered, terminate this contract by delivering written notice of termination to the Buyer.

12.2 Upon receipt of the earnest money by the Broker, the earnest money shall be deposited in the Broker's trust account.

Earnest Money Deposit Receipt

Broker acknowledges receipt of the Earnest Money Deposit set forth in Paragraph 12.1, by cash or check (check# _____), which shall be held, deposited and disbursed pursuant to paragraph 12.

Brokerage _____, By _____, Date _____

12.3 If any written contingency is not satisfied or waived, or if the Seller fails or refuses to perform or if the Buyer terminates this contract pursuant to any of its applicable provisions, all earnest money deposited hereunder shall be returned to the Buyer. If the Buyer fails or refuses to perform, the earnest money deposited hereunder shall be paid to the Seller. In any event, except as provided in paragraph 3.3, and subject to collection by the Broker's depository, all earnest money deposited hereunder is to be disbursed as follows:

- (a) The transaction closes and the Broker:
 - i) disburses the earnest money deposited hereunder to the Buyer; or
 - ii) disburses the earnest money deposited hereunder to the closing or escrow agent to be applied to the purchase price; or
 - iii) retains the earnest money deposited hereunder and credits it toward commission owed to the brokerage.
- (b) The parties provide the Broker with written instructions that both parties have signed that specify how the Broker is to disburse the earnest money deposited hereunder and the Broker acts pursuant to those instructions.
- (c) The Broker receives a copy of a final court order that specifies to whom all earnest money deposited hereunder is to be awarded and the Broker acts pursuant to the court order.
- (d) All earnest money deposited hereunder becomes unclaimed funds as defined in division (M)(2) of section 169.02 of the Revised Code, and, after providing the notice that division (D) of section 169.03 of the Revised Code requires, the Broker has reported the unclaimed funds to the director of commerce pursuant to section 169.03 of the Revised Code and has remitted all of the earnest money to the director.
- (e) In the event of a dispute between the Seller and Buyer regarding the disbursement of any earnest money deposited hereunder, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

12.4 Except as provided in paragraph 3.3, the return or payment of the earnest money deposit hereunder shall in no way prejudice the rights of the Seller, Buyer, or Broker in any action for damages or specific performance.

13. Additional Provisions:

13.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

13.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this contract.

13.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

13.4 Term Definition: The term “Broker” shall include, without limitation, Broker and/or Broker’s agents and shall include collectively, except where the context clearly indicates otherwise, both the Seller’s Broker and the Buyer’s Broker, if different. The term “day(s)” means calendar day(s). All references to dates and times refer to Columbus, Ohio, time.

13.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

13.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

13.7 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

14. NOTICES TO THE PARTIES:

14.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions,

Buyer Initials _____

hazardous materials, environmental conditions, inspections, engineering, etc. The Broker hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

14.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

14.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer or the Buyer's Broker of the Property Disclosure Form or amendment of that form.

14.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller or any Broker involved in the transaction.

14.5 Concessions: Buyer and Seller authorize the Broker to report sales and financing concessions data to the MLS membership and MLS sold database as applicable and to provide this information to state licensed appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

15. Closing and Possession:

15.1 Closing: This contract shall be performed, and this transaction closed, on or before October 14, 2022 unless the parties agree in writing to an extension. The Parties hereby expressly authorize any lender and/or closing agent to provide the parties' brokers, agents, and attorneys with the closing settlement statement (ALTA-1 or equivalent) for review in advance of closing.

Buyer Initials _____

15.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

15.3 Possession: Seller is entitled to possession through at closing. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 11.

15.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

16. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

Attorney: _____
Ofc. #: _____
Fax #: _____
Email: _____

Brokerage: _____
Brokerage License #: _____
MLS Office ID #: _____
Ofc. #: _____
Fax #: _____
Address: _____

Agent: _____
Agent License #: _____
Phone #: _____
Alternate Phone #: _____
Fax #: _____
Email: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: Caro Cantrell
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____

Attorney: _____
Ofc. #: _____
Fax #: _____
Email: _____

Brokerage: Carleton Realty
Brokerage License #: 20009000708
MLS Office ID #: _____
Ofc. #: (614)891-0000
Fax #: (614)864-9331
Address: 580 W. Schrock Road

Agent: Karen White
Agent License #: 399108
Phone #: (614) 353-4114
Alternate Phone #: (614)891-0000
Fax #: _____
Email: karen.white@carletonrealty.com

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

ORDINANCE NO. 31-22

By: Monique Lampke

An Ordinance to establish a special fund designated the Stanbery Avenue and Chelsea Avenue Improvements Fund to record all revenue and expenses associated with the Stanbery and Chelsea improvements project, to appropriate \$5,178,342 from this fund to pay for the cost of the project, to authorize transfers from the Water, Sewer and Road and Alley Funds of \$137,330, \$60,742 and \$66,024 respectively to the Stanbery and Chelsea Project Fund.

Whereas: The City of Bexley has received financing from the State of Ohio in the form of a \$1,223,647 grant and a \$3,690,599 interest free loan from the Ohio Public Works Commission for the Stanbery and Chelsea Improvements Project, and

Whereas: The City's matching share is \$264,096, and

Whereas: The revenues and expenditures related to the project must be recorded in a separate project fund.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1.

That a special fund designated the Stanbery and Chelsea Project Fund is hereby established to record all revenue and expenses related to the Ashbourne Improvements Project.

Section 2.

That \$5,178,342 is hereby appropriated from the Stanbery and Chelsea Project Fund for the purpose recording the revenue and expenses related to the project.

Section 3.

That transfers from the Water, Sewer and Road and Alley Funds of \$137,330, \$60,742 and \$66,024 respectively to the Stanbery and Chelsea Project Fund are hereby authorized.

Section 4.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Section 5.

That all unexpended funds for this project at the end of the year shall be automatically appropriated in the subsequent year.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matt McPeck, Clerk of Council

Ben Kessler, Mayor

First Reading: August 23, 2022
Second Reading:

Third Reading:

ORDINANCE NO. 32-22

By: Monique Lampke

An Ordinance to certify special assessments for the repair of sidewalks, and or other required work, where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1.

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

Spencer & Ashley Cahoon	800 S Cassingham Rd	Bexley, Ohio, 43209	020-000020-00	\$200.00
Joseph & Emily Buckley	137 N Remington Rd	Bexley, Ohio, 43209	020-004179-00	\$200.00
Harvey and Susan Wasserman	735 Euclaire Ave	Bexley, Ohio, 43209	020-000746-00	\$200.00
Anthony and Emily Hansen	687 Euclaire Ave	Bexley, Ohio, 43209	020-000741-00	\$200.00
Carl Woodford	798 Euclaire Ave	Bexley, Ohio, 43209	020-001814-00	\$200.00
Neal & Aileen Raisman	86 N Cassady Ave	Bexley, Ohio, 43209	020-001224-00	\$200.00
Gary & Linda Jay	421 N Cassady Ave	Bexley, Ohio, 43209	020-003500-00	\$200.00
Philip & Maria Riffe	403 N Cassady Ave	Bexley, Ohio, 43209	020-002529-00	\$200.00
Jocelyn Berman	2769 Columbus Ave	Bexley, Ohio, 43209	020-002017-00	\$200.00
Jason Plageman	627 Euclaire Ave	Bexley, Ohio, 43209	020-004266-00	\$400.00
Jason & Kristen Fout	161 S Cassady Ave	Bexley, Ohio, 43209	020-002683-00	\$400.00
Norah Crossnohere & Kurt Benne	73 S Ardmore Rd	Bexley, Ohio, 43209	020-003628-00	\$400.00
Amanda Kennedy & Luis Perez	134 S Ardmore Rd	Bexley, Ohio, 43209	020-000897-00	\$400.00
Pauline Swinford	2448 Sherwood Rd	Bexley, Ohio, 43209	020-001479-00	\$400.00
Cassidy 396 LLC	396 N Cassady Ave	Bexley, Ohio, 43209	020-003999-00	\$400.00
Mark & Rosalie Kocoloski	52 N Ardmore Rd	Bexley, Ohio, 43209	020-001942-00	\$400.00
Carlson Dargusch	236 N Remington Rd	Bexley, Ohio, 43209	020-001094-00	\$400.00
Sondra Ghitman	75 N Remington Rd	Bexley, Ohio, 43209	020-001112-00	\$400.00
Gerard & Erica Bardon	2818 Bellwood Ave	Bexley, Ohio, 43209	020-002050-00	\$400.00

Section 2.

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit; **and the assessment for amounts of \$600 or more shall be divided up evenly over a three-year period:**

Amy Fox	636 Euclaire Ave	Bexley, Ohio, 43209	020-000608-00	\$600.00
Brian Boczek & Jocelyn Krosky	54 N Ardmore Rd	Bexley, Ohio, 43209	020-003024-00	\$750.00
Marshall Acquisitions LLC	490 N Cassady Ave	Bexley, Ohio, 43209	020-000487-00	\$2,000.00

Section 3.

That the assessment for various sites after being ordered by the City in accordance with code section 1490.15(b)(4) or Bexley Code Section 1492.04(b)(1), where the work was not done by

the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

Star 2022-SFR3 Borrower LP	807 College Ave.	Bexley, Ohio 43209	020-003540-00	\$ 320.00
Edwin Green	925 College Ave.	Bexley, Ohio 43209	020-003080-00	\$ 210.00
Shear Family LLC	2220 E Livingston Ave.	Bexley, Ohio 43209	020-003499-00	\$ 210.00
Margaret Bennett	861 Sheridan Ave.	Bexley, Ohio 43209	020-000113-00	\$ 105.00
Meir Dudai	2601 Sherwood Rd.	Bexley, Ohio 43209	020-000978-00	\$ 210.00
FM Ventures	936 Sheridan Ave.	Bexley, Ohio 43209	020-003503-00	\$ 415.00
Edward Goldhardt	969 Sheridan Ave.	Bexley, Ohio 43209	020-002384-00	\$ 105.00
Nechama Levy	155 N Roosevelt Ave.	Bexley, Ohio 43209	020-000799-00	\$ 220.00
Kirby Ave Properties LLC	966 Sheridan Ave.	Bexley, Ohio 43209	020-003551-00	\$ 105.00

Section 4.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matthew McPeek, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First Reading: August 23, 2022

Second Reading:

Third Reading:

ORDINANCE NO. 32-22

By: Monique Lampke

An Ordinance to certify special assessments for the repair of sidewalks, and or other required work, where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1.

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

Spencer & Ashley Cahoon	800 S Cassingham Rd	Bexley, Ohio, 43209	020-000020-00	\$200.00
Joseph & Emily Buckley	137 N Remington Rd	Bexley, Ohio, 43209	020-004179-00	\$200.00
Harvey and Susan Wasserman	735 Euclaire Ave	Bexley, Ohio, 43209	020-000746-00	\$200.00
Anthony and Emily Hansen	687 Euclaire Ave	Bexley, Ohio, 43209	020-000741-00	\$200.00
Carl Woodford	798 Euclaire Ave	Bexley, Ohio, 43209	020-001814-00	\$200.00
Neal & Aileen Raisman	86 N Cassady Ave	Bexley, Ohio, 43209	020-001224-00	\$200.00
Gary & Linda Jay	421 N Cassady Ave	Bexley, Ohio, 43209	020-003500-00	\$200.00
Philip & Maria Riffe	403 N Cassady Ave	Bexley, Ohio, 43209	020-002529-00	\$200.00
Jocelyn Berman	2769 Columbus Ave	Bexley, Ohio, 43209	020-002017-00	\$200.00
Jason Plageman	627 Euclaire Ave	Bexley, Ohio, 43209	020-004266-00	\$400.00
Jason & Kristen Fout	161 S Cassady Ave	Bexley, Ohio, 43209	020-002683-00	\$400.00
Norah Crossnohere & Kurt Benne	73 S Ardmore Rd	Bexley, Ohio, 43209	020-003628-00	\$400.00
Amanda Kennedy & Luis Perez	134 S Ardmore Rd	Bexley, Ohio, 43209	020-000897-00	\$400.00
Pauline Swinford	2448 Sherwood Rd	Bexley, Ohio, 43209	020-001479-00	\$400.00
Cassidy 396 LLC	396 N Cassady Ave	Bexley, Ohio, 43209	020-003999-00	\$400.00
Mark & Rosalie Kocoloski	52 N Ardmore Rd	Bexley, Ohio, 43209	020-001942-00	\$400.00
Carlson Dargusch	236 N Remington Rd	Bexley, Ohio, 43209	020-001094-00	\$400.00
Sondra Ghitman	75 N Remington Rd	Bexley, Ohio, 43209	020-001112-00	\$400.00
Gerard & Erica Bardon	2818 Bellwood Ave	Bexley, Ohio, 43209	020-002050-00	\$400.00

Section 2.

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit; **and the assessment for amounts of \$600 or more shall be divided up evenly over a three-year period:**

Amy Fox	636 Euclaire Ave	Bexley, Ohio, 43209	020-000608-00	\$600.00
Brian Boczek & Jocelyn Krosky	54 N Ardmore Rd	Bexley, Ohio, 43209	020-003024-00	\$750.00
Marshall Acquisitions LLC	490 N Cassady Ave	Bexley, Ohio, 43209	020-000487-00	\$2,000.00

Section 3.

That the assessment for various sites after being ordered by the City in accordance with code section 1490.15(b)(4) or Bexley Code Section 1492.04(b)(1), where the work was not done by

the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

Star 2022-SFR3 Borrower LP	807 College Ave.	Bexley, Ohio 43209	020-003540-00	\$ 320.00
Edwin Green	925 College Ave.	Bexley, Ohio 43209	020-003080-00	\$ 210.00
Shear Family LLC	2220 E Livingston Ave.	Bexley, Ohio 43209	020-003499-00	\$ 210.00
Margaret Bennett	861 Sheridan Ave.	Bexley, Ohio 43209	020-000113-00	\$ 105.00
Meir Dudai	2601 Sherwood Rd.	Bexley, Ohio 43209	020-000978-00	\$ 210.00
FM Ventures	936 Sheridan Ave.	Bexley, Ohio 43209	020-003503-00	\$ 415.00
Edward Goldhardt	969 Sheridan Ave.	Bexley, Ohio 43209	020-002384-00	\$ 105.00
Nechama Levy	155 N Roosevelt Ave.	Bexley, Ohio 43209	020-000799-00	\$ 220.00
Kirby Ave Properties LLC	966 Sheridan Ave.	Bexley, Ohio 43209	020-003551-00	\$ 105.00

Section 4.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matthew McPeek, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First Reading: August 23, 2022

Second Reading:

Third Reading:

Section 2.

That \$220,000 is hereby appropriated from the Refuse Fund as follows:

11-370-51190	Refuse Contract	\$220,000
--------------	-----------------	-----------

Section 3.

That \$110,000 is hereby appropriated from the unencumbered General Fund as follows:

01-350-51190	Building Department Professional	\$110,000
--------------	----------------------------------	-----------

Section 4.

That \$35,000 is hereby appropriated from the General Fund as follows:

01-120-1270	Outside Legal	\$35,000
-------------	---------------	----------

Section 5.

That \$20,000 is hereby appropriated from the General Fund as follows:

01-120-51010	City Attorney	\$20,000
--------------	---------------	----------

Section 6.

That \$42,000 is hereby appropriated from the Street Fund as follows and that \$42,000 is unappropriated from the General Fund as follows:

03-380-51010	Street Department Salaries and Wages	\$ 42,000
01-320-51010	Maintenance and Forestry	(\$42,000)

Section 7.

That \$17,000 is hereby appropriated from the Sewer Fund as follows:

10-367-51010	Salaries and Wages	\$ 17,000
--------------	--------------------	-----------

Section 8.

That \$7,000 is hereby appropriated from the unencumbered General Fund as follows:

01-540-51010	Jeffrey Mansion Wages	\$ 7,000
--------------	-----------------------	----------

Attest: _____
Matt McPeck, Clerk of Council

Approved: _____, 2022

Mayor Ben Kessler

Resolution 7-22

Introduced by: Monique Lampke

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2023; and

WHEREAS, The Budget Commission of Franklin County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1,

By the Council of the City of Bexley Franklin County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

Section 2,

That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2022 (collection year 2023) as follows:

Section 3,

That this resolution shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Troy Markham , President of Council

Attest: _____

Matt McPeek, Clerk of Council

Ben Kessler, Mayor

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY APPROVED BY THE
BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
General		\$666,327.73	1.00	
General Fund Charter				
Bond Retirement				
Bond Retirement Charter				
Police Pension		633,011.34	0.95	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
Road & Sidewalk Fund	1,999,903.30			3.50
TOTAL	\$1,999,903.30	\$1,299,339.07	1.95	3.50

and be it further

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of

this Resolution to the County Auditor of said County.

_____ *seconded the Resolution and the roll being*

called upon its adoption the vote resulted as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Adopted the _____ day of _____, 2022.

Attest:

Clerk of Council

President of Council

BEXLEY

Franklin County, Ohio.

Ordinance 35 - 22

By: Lori Ann Feibel

An Ordinance to amend Section 1060, in order to require recycling service to be provided at commercial, institutional, and multi-family properties within the City of Bexley.

WHEREAS, The City of Bexley Zero Waste Plan has been adopted by Bexley City Council via Resolution 09-17; and

WHEREAS, the City of Bexley Zero Waste Plan calls for expanding recycling services to multifamily residential properties, businesses, and institutions; and

WHEREAS, the City of Bexley created recycling for single family households in 1990.

WHEREAS, governmental regulations are required in order for greenhouse gas emissions to not exceed more than 2 degrees above pre-industrial levels.

WHEREAS, significant action must be taken by municipalities prior to 2030, as determined by the International Panel on Climate Change; and

WHEREAS, environmental issues are human rights, health, and safety issues; and

WHEREAS, the United States is anticipated to re-commit to the Paris Accord in 2021; and

WHEREAS, the City of Bexley administration has been assisting with the creation of concepts for universal recycling, including pricing and legislative models; and

WHEREAS, the City of Bexley administration, with the support and assistance of the Environmental Sustainability Advisory Committee has been exploring concepts for universal recycling in Bexley; and

WHEREAS, in the Spring of 2020, the Environment, Economy, Development and Sustainability program of the School of Environment and Natural Resources at the Ohio State University assisted with researching similar programs throughout the country, and

WHEREAS, a substantial amount of waste would be diverted from the landfill and recycled as a result of universal recycling;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1.

1060.01 Definitions be amended to add the following definitions:

“Multifamily Property” means a property that contains more than one dwelling unit, and includes condominium complexes.

“Institutional Property” means a property used for educational or religious purposes, or as a supervised residential facility with 24-hour onsite staff, and which has a contiguous facility footprint in excess of 10,000 square feet.

Section 2.

That new Section “1060.16 Recycling Service at Commercial, Institutional, and Multifamily Properties” be created as follows:

1060.16 Recycling Service at Commercial, Institutional, and Multifamily Properties

- (a) All Commercial, Institutional, and Multifamily Residential properties shall be provided with onsite single-stream recycling collection service, with the following minimum criteria.
 - a. Collection to occur on a weekly basis at a minimum.
 - b. Minimum capacities:
 - i. In the case of commercial properties under 10,000 square feet, a minimum recycling capacity of a 96 gallon toter shall be provided for single stream recycling.
 - ii. In the case of commercial properties in excess of 10,000 square feet, a minimum recycling capacity of four yards shall be provided for single stream recycling.
 - iii. In the case of Multifamily Properties, a recycling capacity of 24 gallons per unit, with a minimum of one 96 gallon toter provided for single stream recycling.
 - iv. Institutional Properties shall create a recycling plan that adequately services the recycling capacity of their institutions, which shall be submitted to the City by January 1, 2023, and fully implemented after review and approval by the Environmental Sustainability Advisory Committee Executive Committee (ESACEC).
- (b) Administrative Exceptions:
 - a. In instances of commercial users with specialized recycling needs, or where single stream recycling service would be less impactful than a customized recycling service, an exception may be provided after review and approval by the

- ESACEC. In such cases, a minimum 96 gallon single stream toter may still be required by the ESACEC.
- b. In instances of commercial or Multifamily environments where site plans do not allow for adequate capacity, lesser onsite capacity may be allowed if combined with more frequent pickup, subject to review and approval by the ESACEC.
 - c. Lesser onsite capacity may be allowed if capacity is provided by adjoining shared facilities, subject to review and approval by the ESACEC.
- (c) Commercial, Multifamily, and Institutional negotiated rates
- a. The City shall negotiate with a hauler for weekly single-stream recycling service to Multifamily, Commercial, and Institutional properties, to be billed to properties on a quarterly basis. In instance of properties in which a pre-existing contract prohibits using the City's contracted hauler, or in which property owners are able to obtain comparable service which is in compliance with this Chapter, properties may apply for exemption from the quarterly recycling rate, subject to review by the ESACEC.
- (d) Right of Appeal of ESACEC Decisions
- a. Any decision rendered per this Section by the ESACEC may be appealed to a review board comprised of the President of Council, the Service Chair of Council, and the Auditor. The decision of the review board shall be final.
- (e) Charges
- a. To provide necessary funds for equipment, personnel and other expenses in connection with the collection and disposal of recyclable materials as specified in this Chapter, a monthly charge shall be assessed based upon the following schedule:
 - i. 96 Gallon Toters: \$12 per month
 - ii. 4 Yard Dumpster: \$ ___ per month
 - iii. 6 Yard Dumpster: \$ ___ per month
 - iv. 8 Yard Dumpster: \$ ___ per month
 - v. 10 Yard Dumpster: \$ ___ per month
 - b. Monthly charges shall be payable quarterly in advance, commencing January 1, 2023.
 - c. Whenever service begins between payment periods, a payment at the rate of one twelfth of the current annual charge per month, for the balance of the current period, shall be made before service commences.
 - d. For periods of ten days or less in any one month, no charge shall be made, but eleven days or more shall be charged for a full month.
 - e. No refund shall be made for any part of a payment if service is discontinued during such period.

Commented [B01]: This pricing is based upon a Rumpke quote of \$12 per toter per month for commercial toters. Pricing would need to be competitively quoted, and ordinance would need to be updated with actual figures prior to passage.

Section 2.

That this Ordinance shall go into effect and be in force from and after January 1, 2023.

Passed: _____, 2022

Troy Markham, President of Council

Attest:

Matt McPeck, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First reading:

Ordinance 36 - 22

By: Matt Klinger

An Ordinance authorizing the Mayor and Auditor to sign a Consent and Hold Harmless Agreement on behalf of the City of Bexley with the Bexley City Schools (Parcel No. _____) regarding improvements made upon and within the City owned street right-of-way adjacent to Stanwood Ave.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1.

That the Bexley City Schools (Parcel No. _____) has sought and obtained permission from the City of Bexley to install certain plaques and signage in the City Right-of-Way on Stanwood Ave. adjacent to the tennis courts described above and in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2.

That the Mayor and Auditor be, and they hereby are, authorized to enter into a Consent and Hold Harmless Agreement with the Bexley City Schools in form and substance satisfactory to the City Attorney, authorizing the encroachments as proposed in accordance with the submitted request on the condition that the property owners assume all responsibility for damage, loss and injury arising out of the location of said building features, including any additional cost to the City of Bexley incurred in connection with its use of right-of-way occasioned by the location of the improvements.

Section 3.

That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Troy Markham President of Council

Attest: _____
Matt McPeek, Clerk of Council

Ben Kessler, Mayor

First Reading:
Second Reading:

Third Reading:

AGREEMENT AND RELEASE

The undersigned, for themselves and their heirs, executors, administrators, successors and assigns, acknowledge that the signage and plaques located on the City right-of-way on the east side of the property located at [School address] and adjacent to the tennis courts as set forth in Exhibit A attached hereto have been approved by Bexley City Council (Ordinance __-22). This approval is subject to the execution of this agreement. The undersigned further acknowledge and agree that the issuance of a permit for these improvements referenced above by the City of Bexley, Ohio (the “City”) does not waive the rights of the City or any other party granted pursuant to such easement, that construction of the improvements within the easement is subject to all rights granted by the easement and that they may, at some future time, be required to remove the improvements if it interferes with rights granted by the easement. In consideration for the City’s approval, the undersigned, for themselves and their heirs, executors, administrators, successors and assigns, accept the foregoing conditions and release the City and its officials, employees and agents from any and all actions, causes of action, claims, demands, damages, costs, losses and expenses resulting from the construction of the improvements within said easement and the exercise by the City or any other party of rights granted by the easement. The undersigned, for themselves and their heirs, executors, administrators, successors and assigns, hereby further agree to indemnify the City and its officials, employees and agents and save them harmless from all actions, causes of action, claims, demands, damages, costs, losses, settlements and expenses (including without limitation, any property damage or injury suffered by any person and legal fees and expenses) relating to the construction of the improvements covered by this agreement across said easement and the exercise by the City or any other party of rights granted by the easement.

IN WITNESS WHEREOF, the undersigned have executed this Release on this _____ day of _____, 2022.

Signed and acknowledged
in the presence of:

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

the foregoing instrument was acknowledged before me this _____ day of _____, 2022.

Notary Public

Ordinance 14 – 22

By: Matt Klingler

An ordinance to Amend Section 1266.14 Solar Panels, in order to provide for consistent regulation and a streamlined approval process for solar panel projects.

Whereas, City staff has been reviewing the City’s solar panel code in light of recommendations provided through the City’s climate action planning process; and

Whereas, This proposed ordinance provides for more streamlined approval of solar panel installations, while simultaneously preserving aesthetic controls; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY:

Section 1.

That Section 1266.14 shall be amended as follows:

1266.14 SOLAR PANELS.

A solar photovoltaic panel, or solar hot air or water panel collector device, which relies upon solar radiation as an energy source for the generation of electricity or transfer of stored heat, shall comply with the following restrictions:

(a) Location.

(1) Ground mounted solar panels exceeding two (2) square feet in area shall be located in a side or rear yard only, **with the same setback requirement as accessory structures.** ~~shall maintain a setback of ten (10) feet from property lines.~~

(2) Roof and flush-mounted solar panels shall be allowed, subject to ~~architectural review~~ **staff review.**

~~Architectural~~ **Staff** review will consider the following:

A. Rear and side locations are preferred. Any installations on the front roof facade shall be justified by providing an analysis of why the front facade is necessary in order to generate viable output.

B. The color of the solar panels **and solar panel trim** shall be complementary to roof color as determined by staff ~~the Architectural Review Board.~~ **For the purpose of this provision, “complimentary” does not mean that staff shall require panel or panel trim colors that are not standard selections that are readily available on the market.**

C. The configuration and profile of the assembly shall be complementary to the roof line **and roof façade** as determined by **staff review** ~~the Architectural Review Board.~~ Installations should minimize the number of corners, and should avoid complex and/or nonsymmetrical configurations.

D. Wiring and supporting infrastructure should be designed in such a way as to minimize visibility from the right-of-way.

E. Installations should be sensitive to the property, surrounding properties, and neighborhood context.

(b) Height.

(1) Ground mounted solar panels shall not exceed **the height limit for accessory structures.** ~~six (6) feet in height.~~

(2) Roof and flush-mounted solar panels shall not project vertically above the peak of the roof to which it is attached, or project vertically more than four (4) feet above a flat roof installation.

~~—(c) Aesthetic Consideration. Ground mounted solar panels shall be fully screened at grade from adjacent properties by fencing or structures (detached garages, neighboring accessory structures, etc) or a combination of evergreen and deciduous plantings. Flat roof solar installations shall be appropriately screened, as determined by the Architectural Review Board and applicable design guidelines.~~

~~—(d) Glare. No glare, lights, or reflection shall be permitted which are a nuisance to other property owners or tenants or which could impair the vision of a driver or any motor vehicle or which are detrimental to public health, safety, and welfare.~~

(e) Exemptions.

(1) Solar panels less than two (2) square feet in area and those installed within the right-of-way by the City are not subject to the regulations set forth above.

~~—(2) Solar panels that are not facing an adjacent street right-of-way are exempt from review by the Architectural Review Board and are subject to review and approval by the Zoning Officer, applying the standards set forth in this section.~~

Passed _____, 2022

Troy Markham, President of Council

Attest: _____, 2022
Matt McPeek, Clerk of Council

Approved: _____, 2022

Benjamin Kessler, Mayor

First Reading: April 12, 2022

Second Reading:

Third Reading:

ORDINANCE NO. 41-21

By: _____

An Ordinance accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street.

WHEREAS, the Columbia Place Association, an Ohio nonprofit corporation in good standing in the State of Ohio, is the owner of a certain private street known as “Columbia Place” located in the Columbus Place Subdivision and Resubdivision, located entirely in the City of Bexley, being Franklin County Auditor’s Parcel No. 020020-004617 and platted as a private street in Plat Book 58, Page 10 and Plat Book 61, Page 86; and

WHEREAS, the Columbia Place Association filed Case No. 21 CV 907 in Franklin County Common Pleas Court to resolve any discrepancy in its title and ownership of Columbia Place (Private Drive) and received judgment declaring the Association owns fee simple title to all of the Columbia Place private drive, being Franklin County Parcel No. 020-004617; and

WHEREAS, the Columbia Place Association has offered to donate and convey to the City of Bexley that private street known as “Columbia Place” to be owned by the City of Bexley and become a public street; and

WHEREAS, it is in the interest and benefit of the City of Bexley and public at large that the City accept the donation of such Columbia Place as and for a public street.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Bexley, County of Franklin, State of Ohio, that:

Section 1. The City of Bexley accepts donation of the private street known as Columbia Place as platted in the Columbia Place subdivision recorded in Plat Book 58, Page 10 and platted in the Resubdivision of Reserve “A” of the Columbia Place subdivision recorded in Plat Book 61, Page 86 from the Columbia Place Association to the City of Bexley as and for public use and a public street, by General Warranty Deed in a form substantially similar as the General Warranty Deed attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to do all acts and to execute all agreements and instruments appropriate or necessary to facilitate and carry out the donation and acceptance of the property and property interests identified in this ordinance, and to make any minor modifications to the instruments attached to this ordinance that are necessary to carry out the intent of this ordinance and the recording of the deed and any related easements.

Section 3. This Ordinance shall become effective from and after the earliest period provided by law.

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

Passed:

ORDINANCE NO. _____

EXHIBIT A

GENERAL WARRANTY DEED

COLUMBIA PLACE ASSOCIATION, an Ohio Nonprofit Corporation, for valuable consideration paid, grants, with general warranty covenants, to THE CITY OF BEXLEY, Ohio, whose tax-mailing address is 2242 East Main Street, Bexley, Ohio 43209, the following real property as situated in the County of Franklin, in the State of Ohio, and in the City of Bexley, and bounded and described as follows:

Being all of that private drive known as "Columbia Place" as shown on the Columbia Place plat recorded in Plat Book 58, Page 10 and that "Private Drive" as shown in the Resubdivision of Reserve A of Columbia Place plat of record in Plat Book 61 page 86, in the Recorder's office, Franklin County, Ohio.

Parcel ID: 020-004617-00

Prior Instrument Reference: Grantor claims title to the property by virtue of Instrument No. 198206300073134 as recorded with the Franklin County, Ohio Recorder, as clarified by the *Judgment Entry* filed on August 24, 2021, in Franklin County Common Pleas Case No. 21 CV 907.

IN WITNESS WHEREOF, the said Grantor hereunto has set its hand, this ____ day of _____, 2021.

COLUMBIA PLACE ASSOCIATION

Karen McCoy, M.D., President

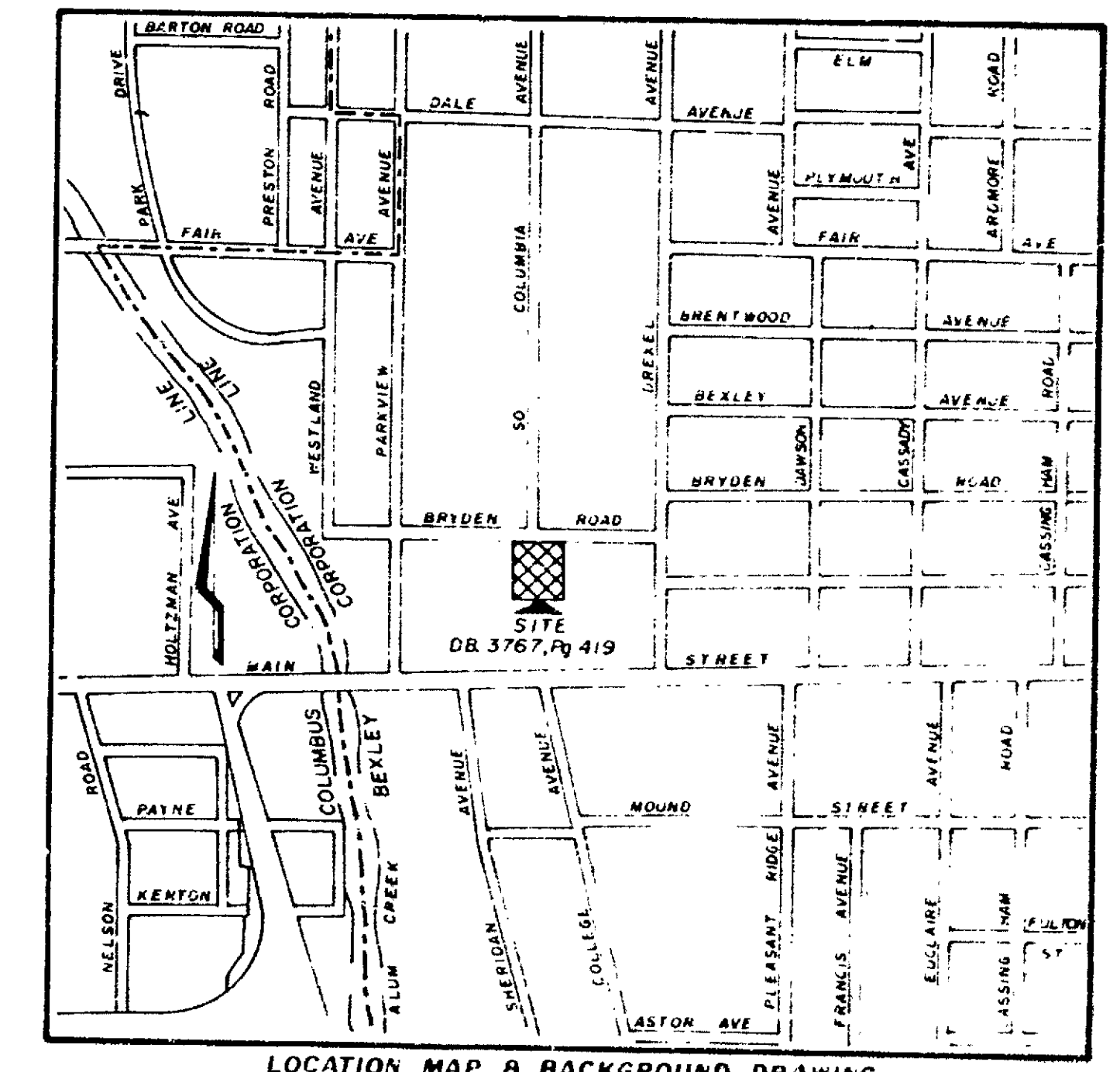
STATE OF OHIO
COUNTY OF FRANKLIN SS:

Executed before me on the __ day of _____, 2021, by Karen McCoy, M.D., president of the Columbia Place Association, who acknowledged the same to be her free and voluntary act on behalf of the Columbia Place Association.

Notary Public

Prepared by and return to: THE BEHAL LAW GROUP LLC, 501 South High, Columbus, Ohio 43215

COLUMBIA PLACE



Situated in the State of Ohio, County of Franklin, City of Bexley, located in Half Section 20, Section 13, Township 5, Range 22, Refugee Lands, and being part of Lots 48, 49 and 50 of Rownd and Knauss' Park View Subdivision of record in Plat Book 4, Page 47, and containing 1.3196 acres of land, more or less, being also the same premises as conveyed to BEXLEY PROPERTIES, by deed of record in Deed Book 3767, Pages 419 and 420, all references being to those of record in the Recorder's Office, Franklin County, Ohio.

The undersigned BEXLEY PROPERTIES, an Ohio General Partnership, by JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, as Partners, duly authorized in the premises, does hereby certify that the attached plat correctly represents its "COLUMBIA PLACE", a resubdivision of part of Lots 48, 49 and 50 of Rownd and Knauss' Park View Subdivision, and a new subdivision of Lots 1 thru 3, inclusive, Reserve "A", Private Drive and Buffer Strips (Future Common Areas) and does hereby accept this plat of same.

Easements are reserved where indicated on the plat, for the construction, operation and maintenance of all public and private utilities above and beneath the surface of the ground and where necessary are for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage.

In Witness Whereof, JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, Partners of BEXLEY PROPERTIES, an Ohio General Partnership, have hereunto set their hands this 3rd day of December, 1980.

WITNESSES

Janis A. Dekatun
Victoria Dawn Mangus

BEXLEY PROPERTIES
an Ohio General Partnership
By Jeffrey Paine Partner
and Peter Lorms Partner
and Sidney Blatt Partner

STATE OF OHIO

Before me, a Notary Public in and for said State, personally appeared JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, as Partners of BEXLEY PROPERTIES, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed and the voluntary Partnership act and deed of said BEXLEY PROPERTIES, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 3rd day of December, 1980.

My Commission Expires August 9, 1984

Approved this 11th day of December, 1980.

Approved this 3rd day of December, 1980.

Approved and accepted this 3rd day of December, 1980, by Ordinance No. 28-80 by the Council, for the City of Bexley, Ohio.

David W. Madson
Mayor, Bexley, Ohio

Accepted for platting this 9th day of JAN., 1980.

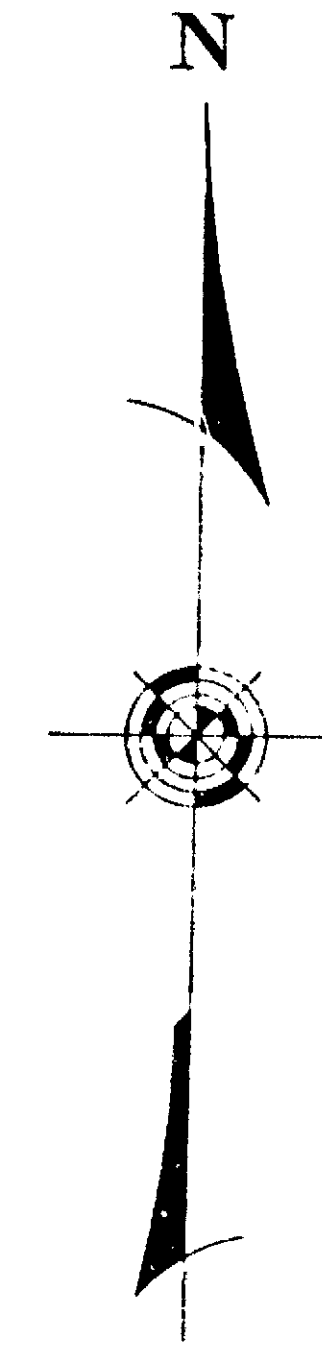
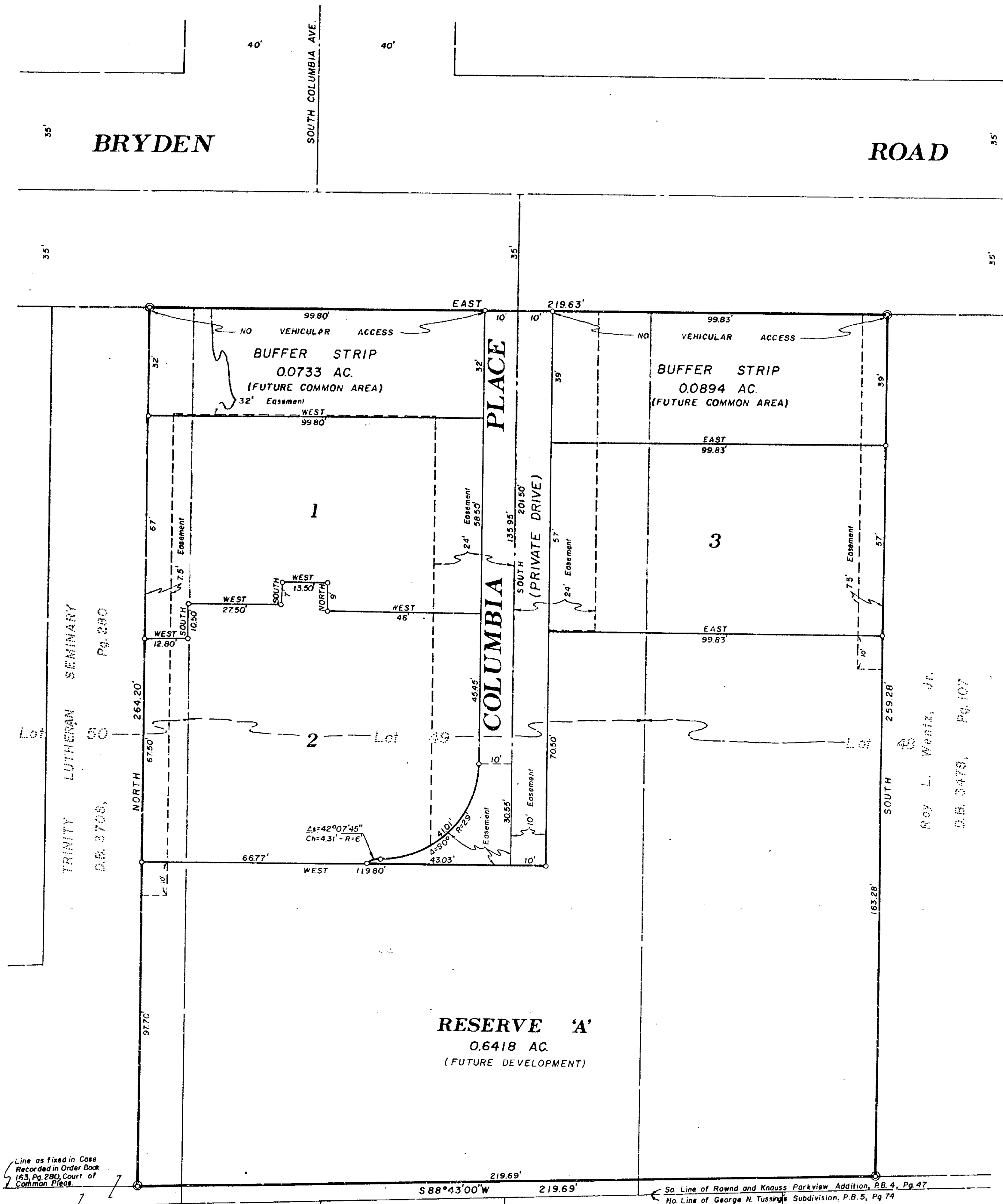
Filed for record this 9th day of JAN.

1980 at 1:45 P.M. Fee \$ 17.30 File No. 01561

Recorded this 9th day of Jan., 1980.

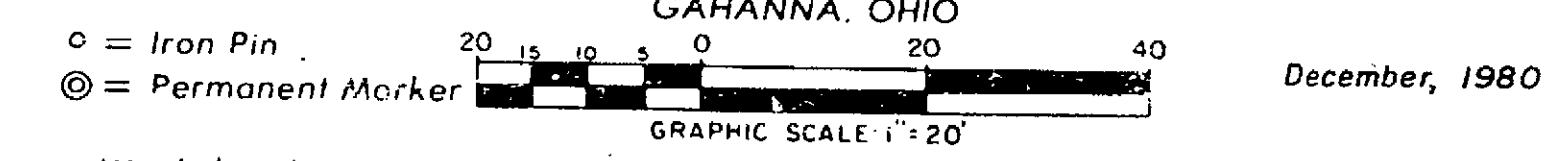
Plat Book 58 Page 10

Valerie Park Olicie
Notary Public, State of Ohio
The Jennings-Lawrence Co. by Clyde White
City Engineer, Bexley, Ohio
Judith Y. Brackman
Chairman, Planning Commission, Bexley, Ohio
John W. Harky
Clerk, Bexley, Ohio
Roger W. Tracy, Jr.
Auditor, Franklin County, Ohio
Dorothy Towner
Deputy Auditor, Franklin County, Ohio
Robert C. McNeal
Recorder, Franklin County, Ohio
Richard Burgstaller
Deputy Recorder, Franklin County, Ohio



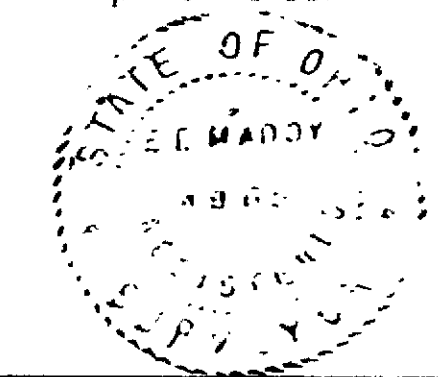
SURVEY DATA:
IRON PINS Where indicated unless otherwise noted are to be set and are thirteen eighths (13/16) inch 1 D thirty inches long with a plastic plug placed in the top bearing the initials E.M.H.T. INC.
PERMANENT MARKERS Where indicated unless otherwise noted are to be set and are one (1) inch 1 D thirty (30) inches long bored one (1) foot in depth with a plastic plug placed in the top bearing the initials E.M.H.T. INC.
BASIS OF BEARINGS: The bearing system on this plat was assigned
SOURCE OF DATA: Deed of subject property Deed Book 3767 Pages 419 & 420 Related deeds Deed Book 3478 Page 107 and Deed Book 3708 Page 280 Other Plat Book 4 Page 47 All deed references being to those of record in the Recorder's Office Franklin County, Ohio

SURVEYED & PLATTED BY
EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS & SURVEYORS
GAHANNA, OHIO

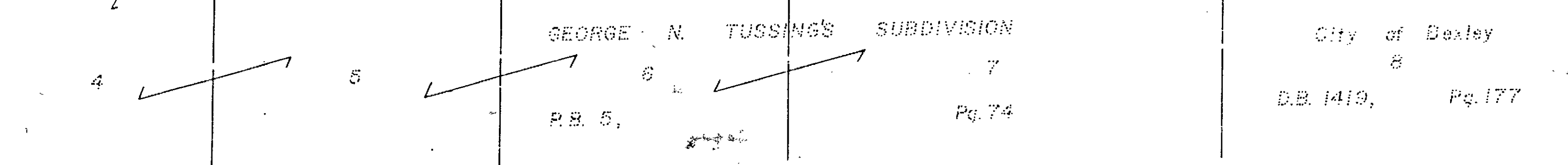


We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof. Dimensions shown on curves are chord measurements.

By E.E. Maddy
E.E. MADDY, Registered Surveyor No. 4965

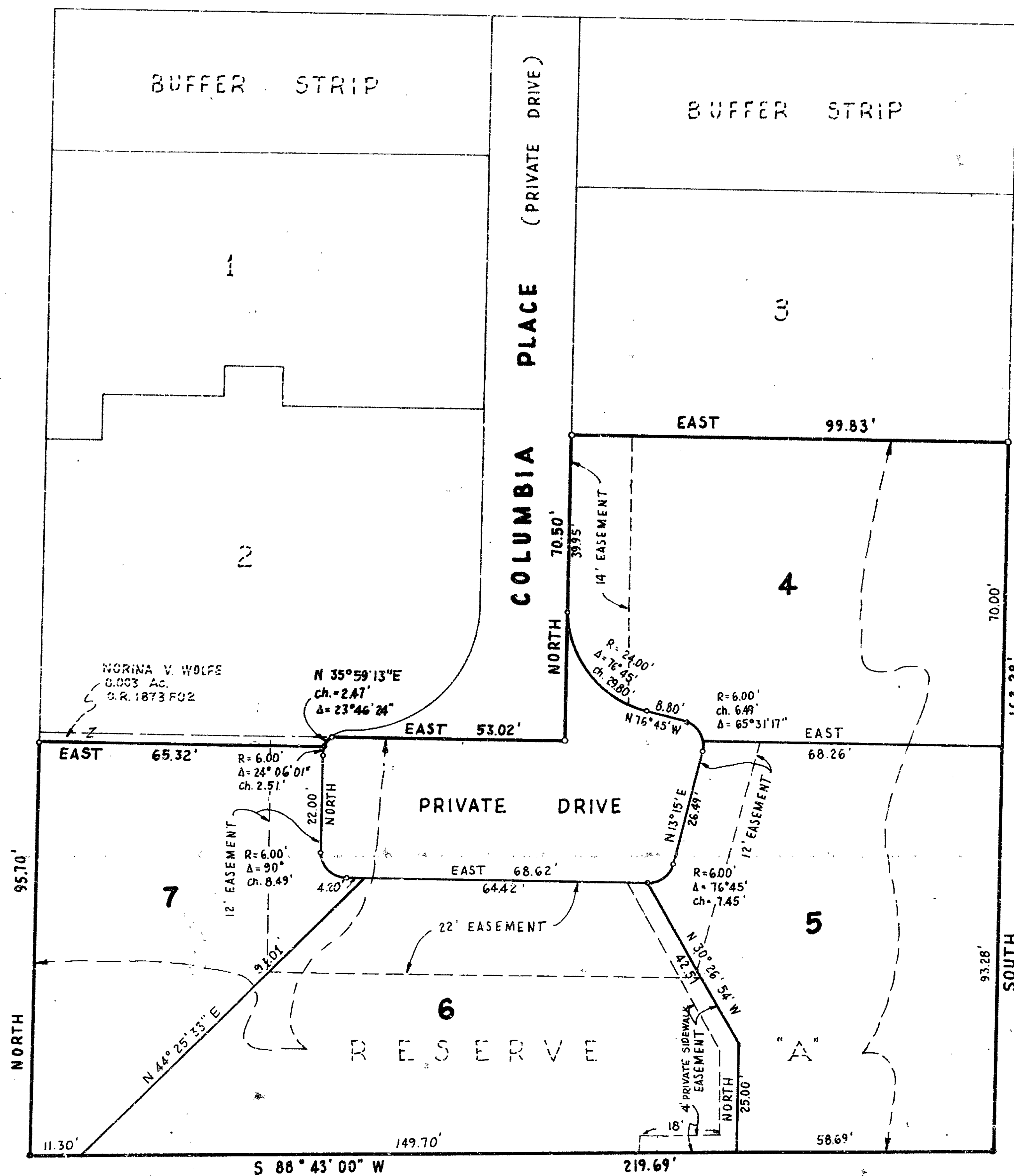
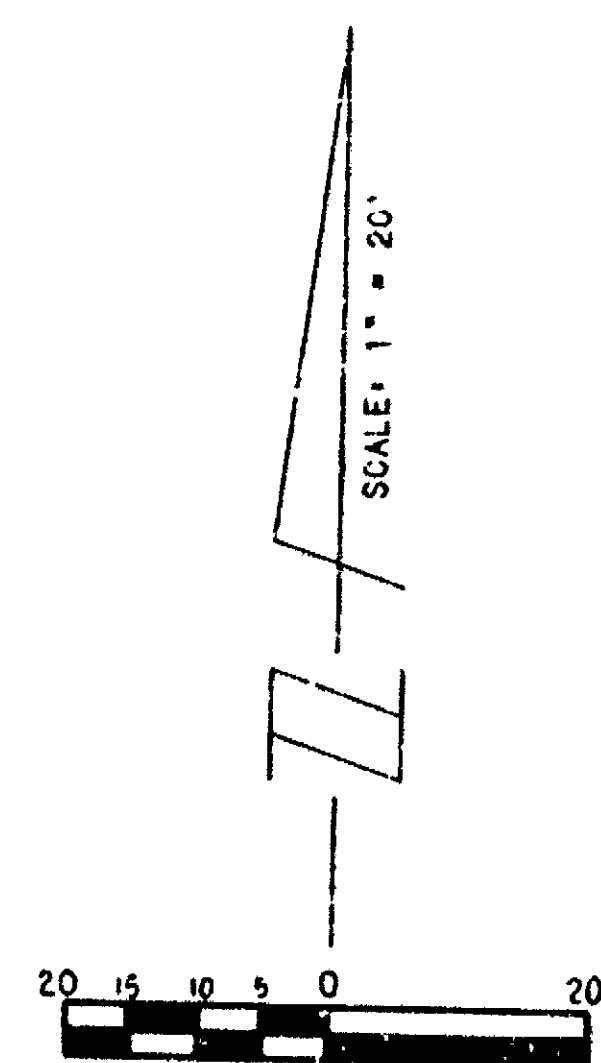
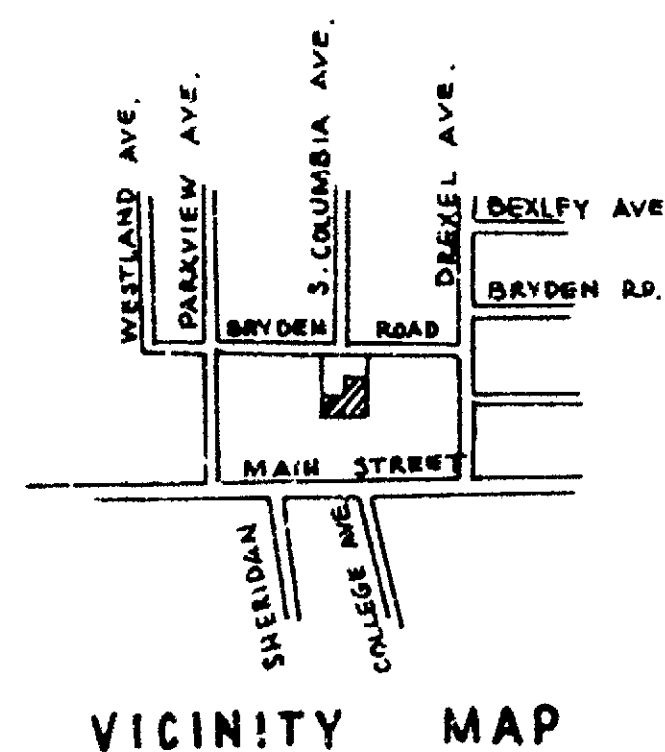


Line as fixed in Case Recorded in Order Book 183, Pg. 280 Court of Common Pleas
So Line of Rownd and Knauss' Parkview Addition, P.B. 4, Pg. 47
No. Line of George N. Tussing's Subdivision, P.B. 5, Pg. 74



RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE

BRYDEN ROAD



SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF BEXLEY, IN HALF SECTION 20, SECTION 13, TOWNSHIP 5, RANGE 22, REFUGEE LANDS, AND BEING ALL RESERVE "A" OF COLUMBIA PLACE OF RECORD IN PLAT BOOK 58 PAGE 10, AND CONTAINING 0.639 ACRES, MORE OR LESS, AS CONVEYED TO BEXLEY PROPERTIES, BY DEED OF RECORD DEED BOOK 376, PAGES 419 AND 420, ALL REFERENCES BEING TO THOSE OF RECORD IN THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

THE UNDERSIGNED BEXLEY PROPERTIES, A SOLE PROPRIETORSHIP, BY SIDNEY I. BLATT, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS ITS "RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE" A NEW SUBDIVISION OF LOTS 4 THRU 7, INCLUSIVE, AND A PRIVATE DRIVE AND DOES HEREBY ACCEPT THIS PLAT OF SAME.

EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND PRIVATE UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

IN WITNESS WHEREOF, SIDNEY I. BLATT OF BEXLEY PROPERTIES, SET HIS HAND THIS 6th DAY OF July, 1984.

WITNESSES: [Signature] BEXLEY PROPERTIES
[Signature] SIDNEY I. BLATT

STATE OF OHIO SS. BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SIDNEY I. BLATT, OF BEXLEY PROPERTIES, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID BEXLEY PROPERTIES, FOR THE USES AND PURPOSES EXPRESSED HEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 6th DAY OF July, 1984.
MY COMMISSION EXPIRES March 27, 1987
[Signature]
NOTARY PUBLIC, STATE OF OHIO

APPROVED THIS 10th DAY OF July, 1984
[Signature]
CHAIRMAN, PLANNING COMMISSION
BEXLEY, OHIO

APPROVED AND ACCEPTED THIS 10th DAY OF July, 1984, BY ORDINANCE NO. 10-74, BY THE COUNCIL, FOR THE CITY OF BEXLEY, OHIO
[Signature] MAYOR, BEXLEY, OHIO
[Signature] CLERK, BEXLEY, OHIO

APPROVED AND ACCEPTED THIS 26th DAY OF July, 1984
[Signature] AUDITOR, FRANKLIN COUNTY, OHIO

FILED FOR RECORD THIS 27th DAY OF July, 1984, AT 10:25 M.

FEE 10.00 FILE NO. 271987
RECORDER, FRANKLIN COUNTY, OHIO

RECORDED THIS 27th DAY OF July, 1984, PLAT BOOK 61 PAGE 86

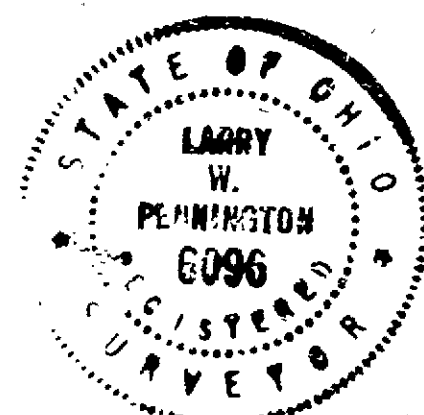
DEPUTY RECORDER, FRANKLIN COUNTY, OHIO

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES, PREPARED THE ATTACHED PLAT AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE CHORD MEASUREMENTS.

IRON PINS ARE INDICATED BY THE FOLLOWING SYMBOL: PERMANENT MARKERS ARE TO BE PLACED UPON COMPLETION OF CONSTRUCTION NECESSARY TO THE IMPROVEMENT OF THIS LAND ARE INDICATED BY THE FOLLOWING SYMBOL:

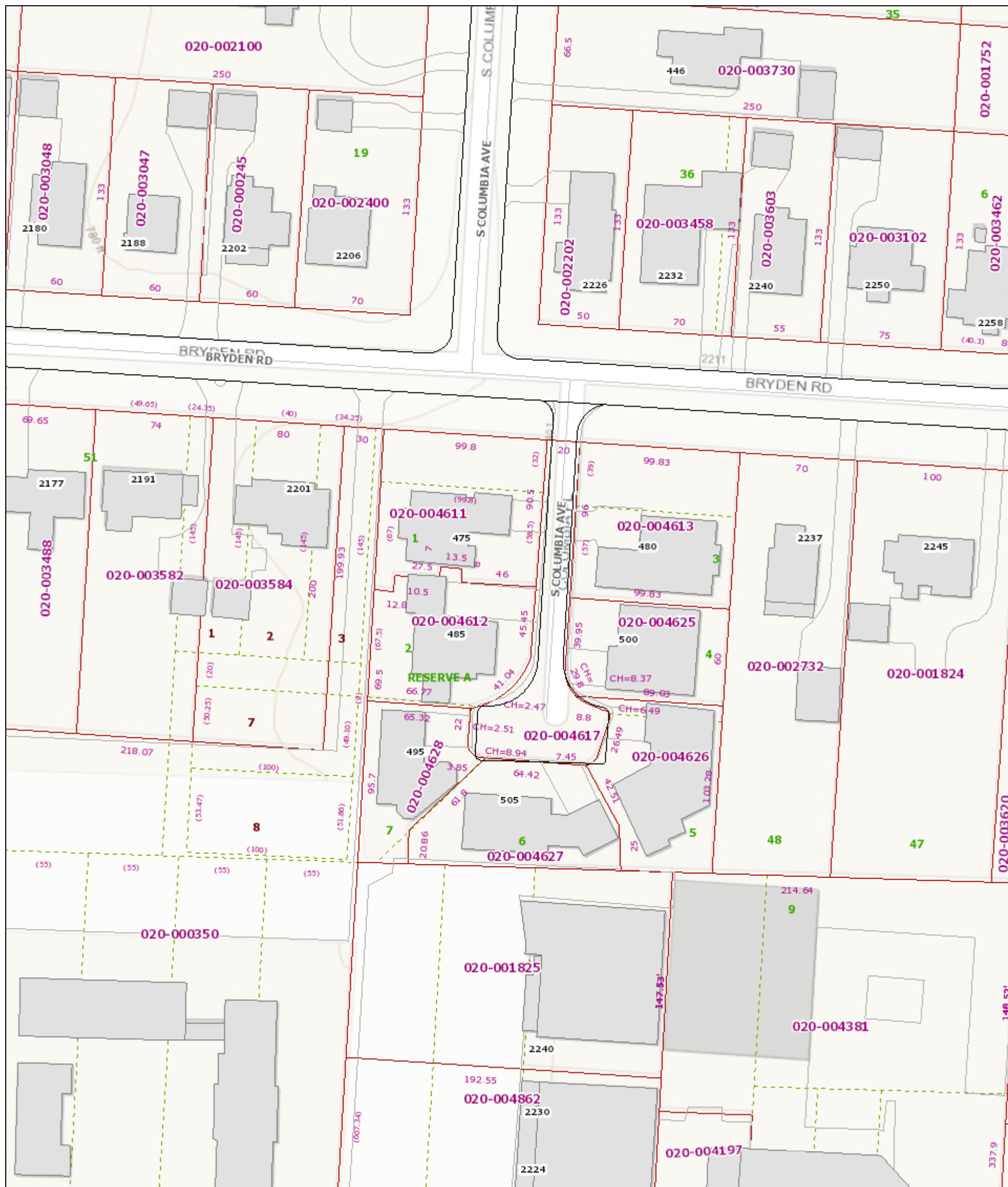
PREPARED BY: R. D. ZANDE & ASSOCIATES, LTD.
1237 DUBLIN ROAD
COLUMBUS, OHIO 43215

[Signature]
REGISTERED SURVEYOR NO. 6096



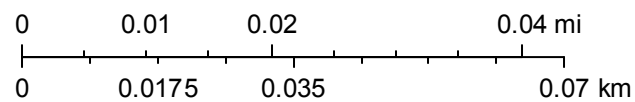
NOTE: THE BEARINGS SHOWN ON THE ATTACHED PLAT ARE BASED ON THE BEARINGS AS SHOWN ON COLUMBIA PLACE RECORD PLAT OF RECORD IN PLAT BOOK 58 PAGE 10

Columbia Place



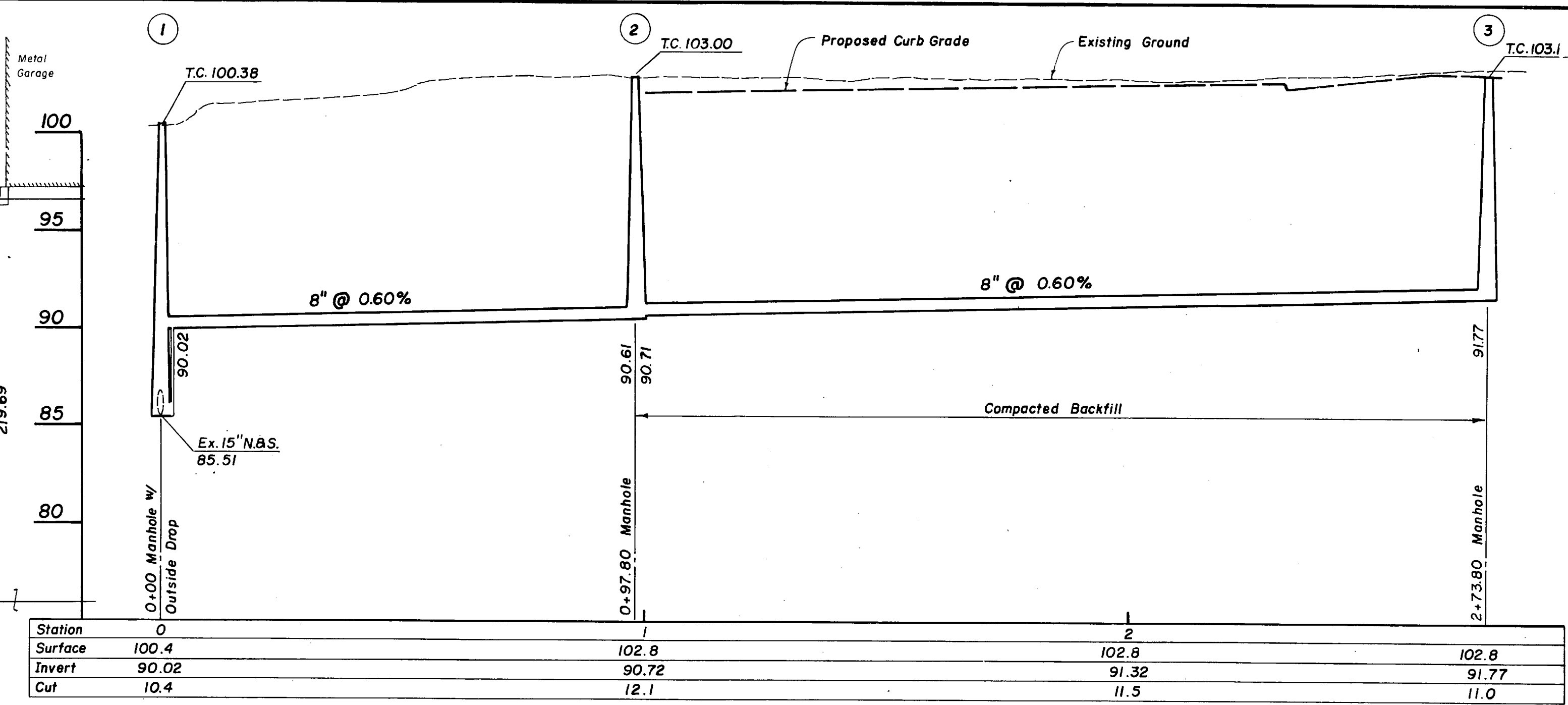
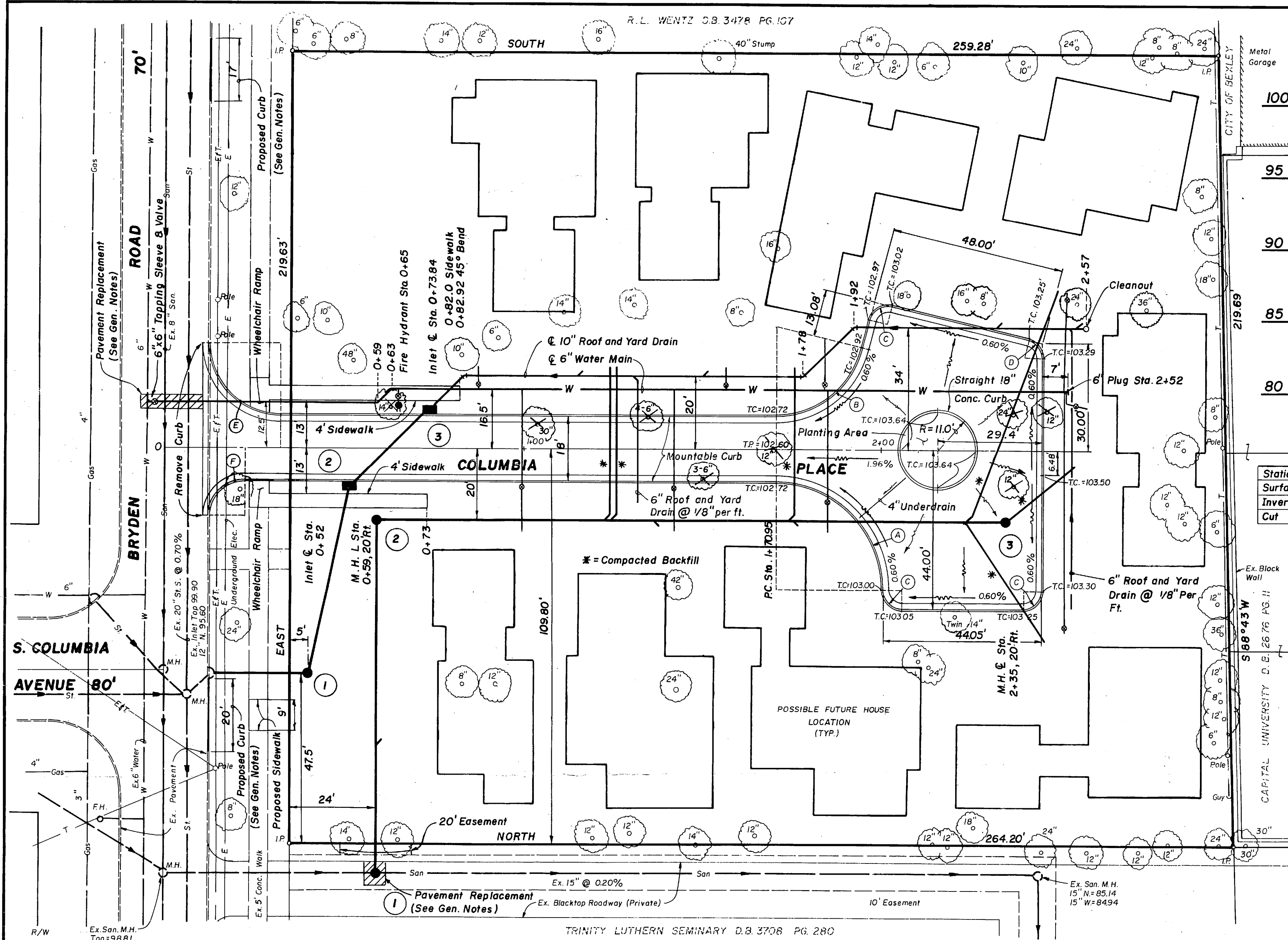
October 13, 2020

1:974



Franklin County Auditor
 Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,
 GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL,
 Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c)
 OpenStreetMap contributors, and the GIS User Community

Parcel	Address	Auditor Valuation	Property Taxes to City	Street Levy Portion
020-004611	475 Columbia Place	\$411,800	\$677.55	\$391.61
020-004612	485 Columbia Place	\$656,700	\$1,080.49	\$624.51
020-004628	495 Columbia Place	\$477,200	\$785.16	\$453.81
020-004627	505 Columbia Place	\$535,000	\$880.26	\$508.77
020-004626	510 Columbia Place	\$891,700	\$1,467.15	\$847.98
020-004625	500 Columbia Place	\$649,500	\$1,068.65	\$617.66
020-004613	480 Columbia Place	\$581,700	\$957.09	\$553.18
				\$3,997.52



CURVE DATA
FACE OF CURB

(A) Δ=90°00'00"
R=30.00'
T=30.00'
L=47.12'

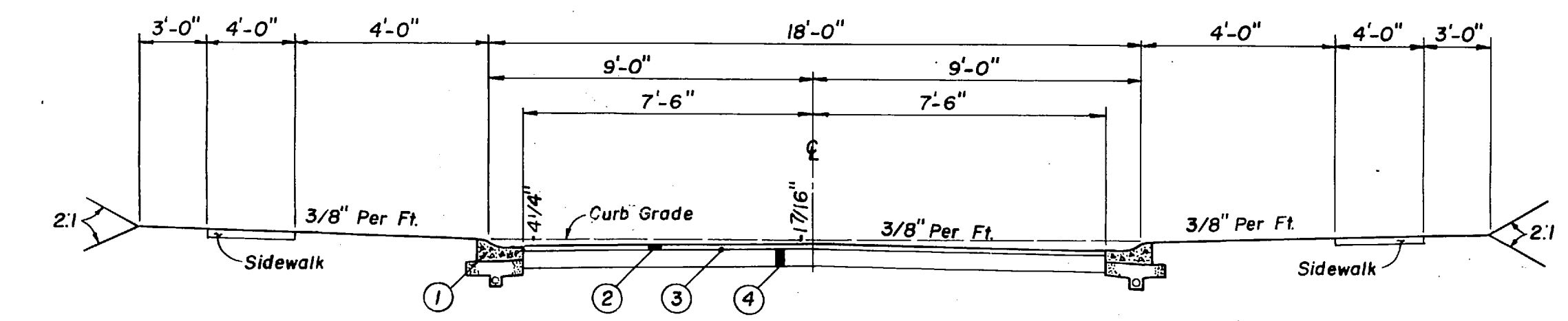
(B) Δ=76°45'00"
R=25.00'
T=19.80'
L=33.49'

(C) Δ=90°00'00"
R=5.00'
T=5.00'
L=7.65'

(D) Δ=76°45'00"
R=50.00'
T=33.96'
L=66.70'

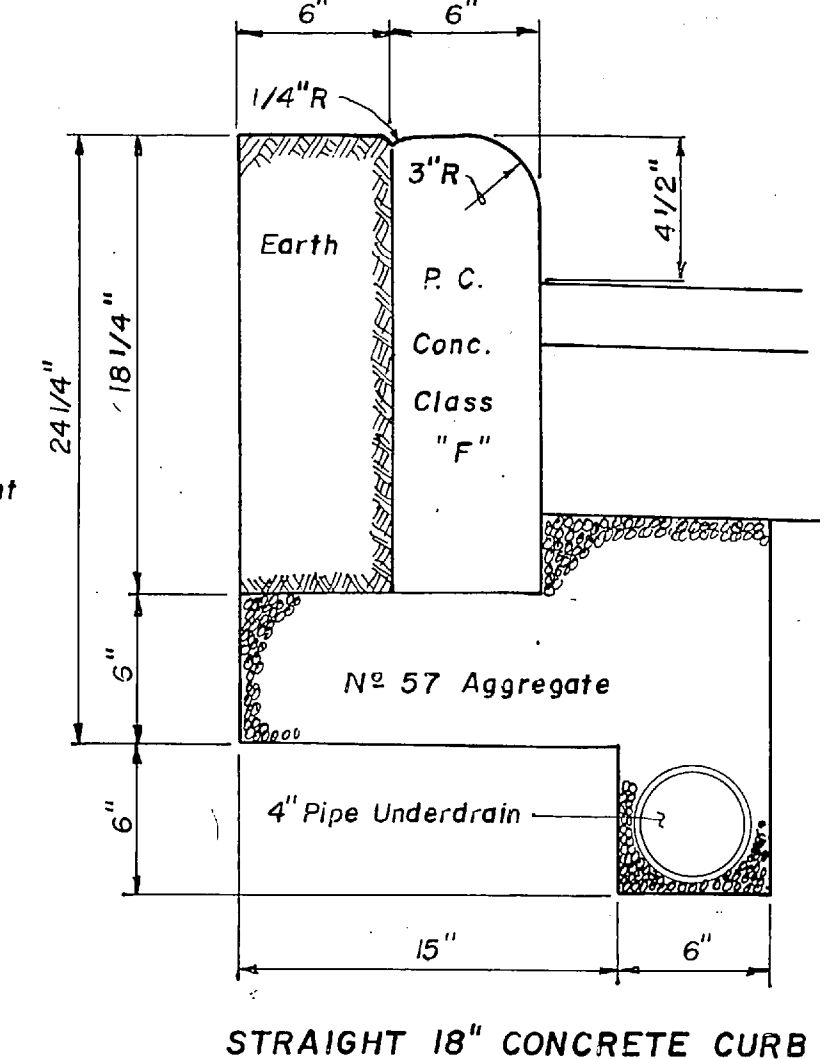
(E) Δ=90°00'00"
R=20.00'
T=10.00'
L=31.42'

(F) Δ=90°00'00"
R=10.00'
T=10.00'
L=15.71'

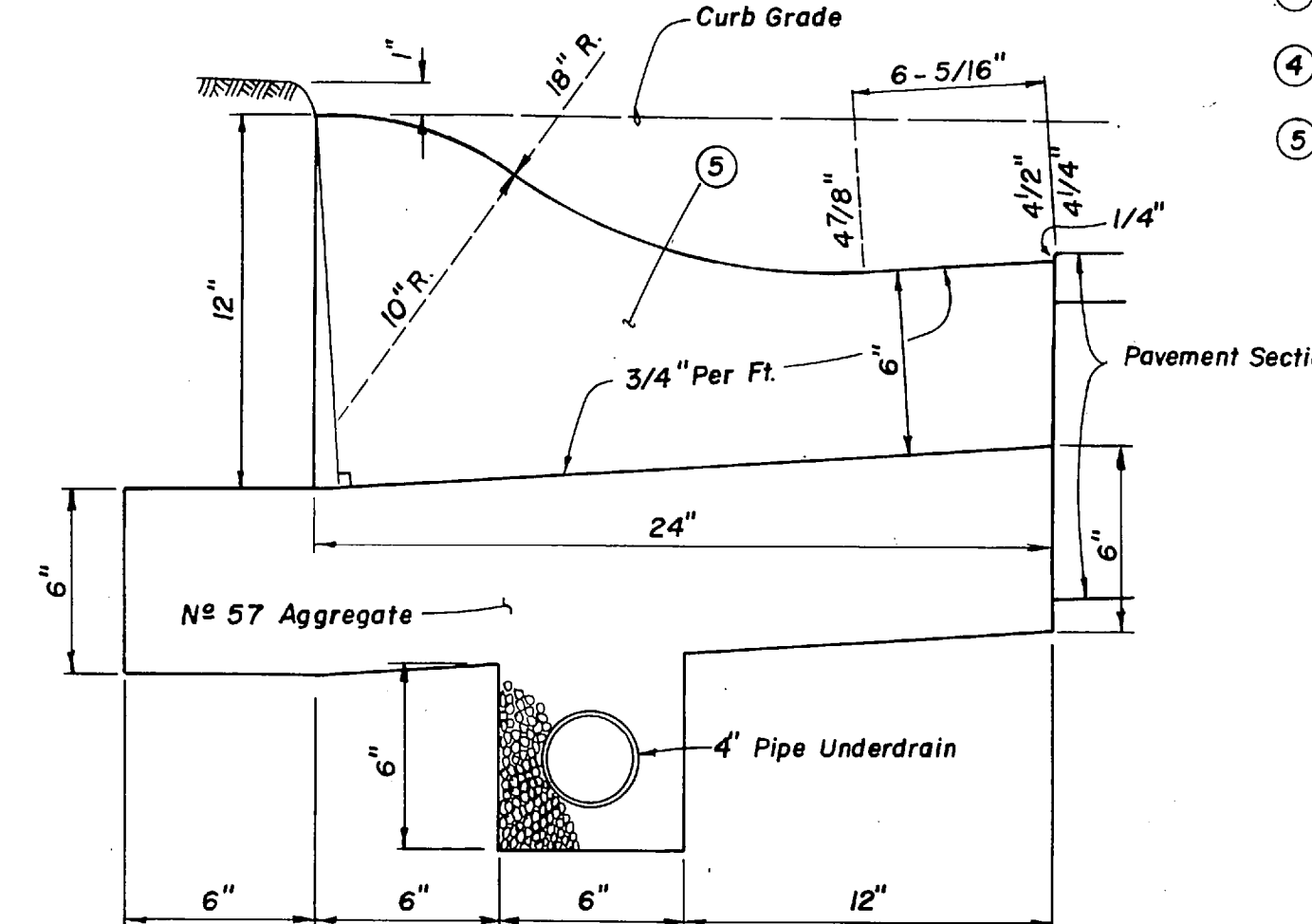


TYPICAL 18' SECTION

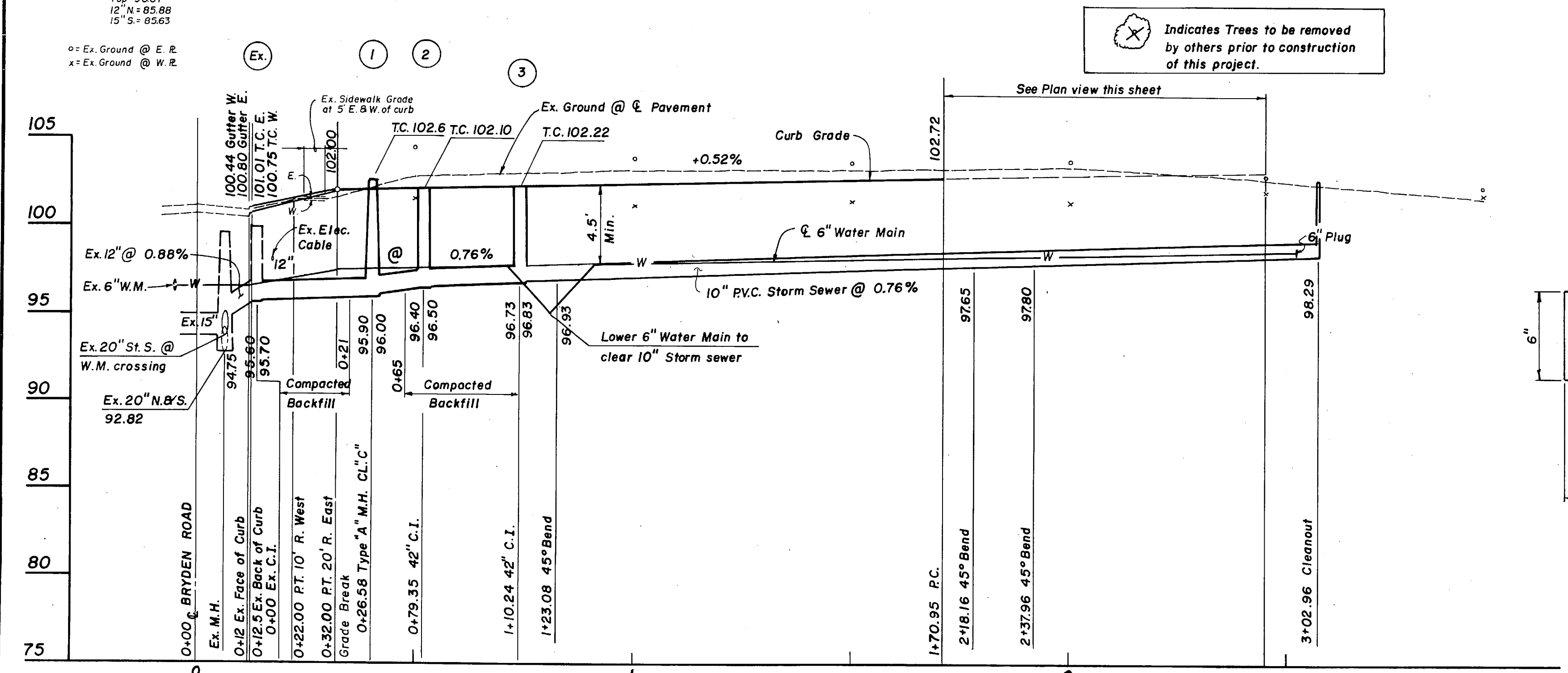
- ① Mountable Curb, See Detail this sheet
- ② 2" Hot-Mixed, Hot Laid Asphalt Concrete, Item 404
- ③ Prime Coat, Item 408 applied at 0.1 Gal. per sq. yd.
- ④ 9" Aggregate Base Item 304
- ⑤ Class "C" Concrete, 6 1/2 Bag Mix, 7% to 9% Air Entrainment



STRAIGHT 18" CONCRETE CURB



MOUNTABLE CURB DETAIL



Indicates Trees to be removed by others prior to construction of this project.

CITY OF BEXLEY, OHIO
PRIVATE
STREET, WATER & SANITARY SEWER IMPROVEMENT
COLUMBIA PLACE

SCALE: Horiz. 1" = 20'
Vert. 1" = 5'

AUG., 1980

EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS, SURVEYORS

GENERAL NOTES

The City of Bexley Requirements together with the City of Columbus Construction and Materials Specifications dated 1978, including all supplements thereto, shall govern this work except as such specifications are modified by indicated notes or details set forth herein.

Any modifications or changes to the sanitary sewer work as shown on the drawings, must have prior written approvals by the Superintendent Division of Sewerage and Drainage, City of Columbus.

Roof drains, foundation drains and other clean water connections to the sanitary sewer system are prohibited on this project.

If ABS Composite pipe is used, all wye or tee branches shall be fitted with a 2 foot (min.) length of ABS Solid Wall Sewer Pipe with a solvent weld cap or plug on the end. The cost of this shall be included in the price per lineal foot for sewer items.

Location, support, protection and restoration of all existing utilities and appurtenances shall be the responsibility of the Contractor. The cost of this work shall be included in the unit price bid for the various items. It shall be the responsibility of the Contractor, prior to construction to determine in the field the actual locations and elevations of all existing utilities whether shown on the plan or not. The Contractor shall call 1-800-362-2764 (toll free) 72 hours prior to any excavation.

The Contractor and Sub-Contractor shall be solely responsible for complying with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.

The Contractor shall obtain all necessary permits for construction of this project prior to construction.

Water service boxes shall be located 24" from the back of curb unless otherwise shown on the plan.

In case of conflict in grade between water lines and storm sewers the water lines shall be lowered during construction.

On the dead end 6" water main, two 3/4" taps shall be installed within two feet of the end of the main.

All traffic lanes shall be fully open to traffic on Bryden Road and the private drive along the east property line from 7:00 to 9:00 A.M. and 4:00 to 6:00 P.M. One lane may be closed to traffic during working hours. All trenches shall be backfilled or securely plated during non-working hours.

Steady Burning Type C lights shall be required on all barricades, drums, and similar traffic control devices in use at night. Permanent Pavement replacement on Bryden Road and the private drive along the east property line shall be constructed in accordance with Item 628 of the Specifications and Standard Drawing 1244 Dr. A. Type I-C.

The Contractor shall contact the property owner at least 72 hours prior to curb construction in order to locate possible curb openings for roof drains.

The Contractor shall not remove any trees without prior written approval by the owner.

The Contractor shall perform leakage test and furnish all necessary equipment and materials in order to test sanitary sewer and water main in accordance with the City of Columbus Specifications.

The minimum requirement for the 10" and 6" storm sewer pipe shall be P.V.C. sewer pipe ASTM D-3034, SDR 35 or approved equal.

All 6" service extensions for future roof and yard drains shall be laid on a grade of 1/8" per foot.

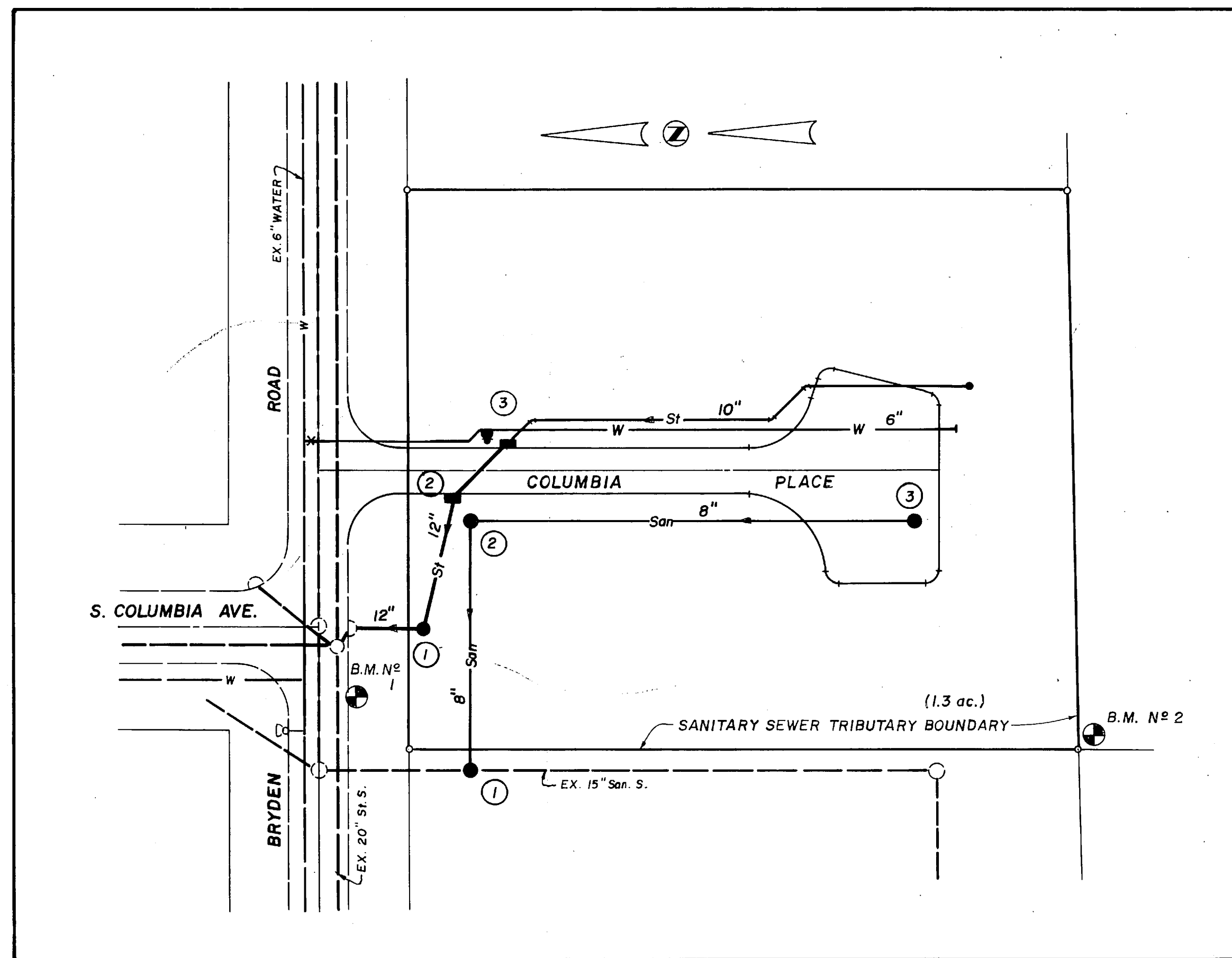
All wye branches and 6" service extensions for future roof and yard drains shall be plugged.

All curb designated for replacement on Bryden Road shall be constructed in accordance with City of Columbus Standard Drawing 1117 Dr. A. Item 609.

All wheelchair ramps shall be constructed in accordance with City of Columbus Standard Drawing 1227 Dr. A. Item 608. Cost of wheelchair ramps to be included in price bid for sidewalk Item 608.

**CITY OF BEXLEY, OHIO
PRIVATE STREET, WATER AND SANITARY SEWER IMPROVEMENT
FOR**

COLUMBIA PLACE



INDEX MAP

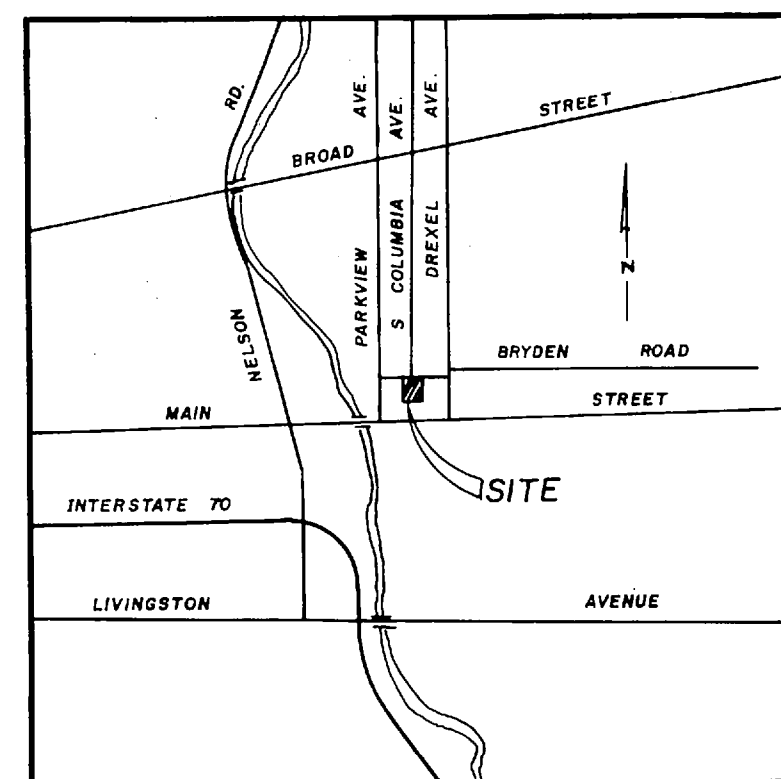
SCALE: 1" = 40'

**CITY OF COLUMBUS
STANDARD CONSTRUCTION DRAWINGS**
The Standard Construction Drawings listed on these plans shall be considered a part thereof.

1117 Dr. A.	AA-S-100	L-6306
1153 Dr. A.	AA-S-102	L-6309
1227 Dr. A.	AA-S-106	L-6310
	AA-S-110	L-6311
	AA-S-111	L-6637
	AA-S-112	L-7001
	AA-S-119	
	AA-S-123	
	AA-S-151	
	AA-S-160	

BENCH MARKS

- B.M. No. 1** P.K. Nail in East side of Electric pole located 30' ± South of the intersection of Bryden Road and South Columbia Avenue. Elev. 100.86
- B.M. No. 2** Top of Iron Pin locating the Southwest corner of subject property. Elev. 101.82



SITE MAP

ESTIMATE OF QUANTITIES			
ITEM	QUAN.	UNIT	DESCRIPTION
STREET			
202	50	L.F.	Curb Removed (Bryden Road)
203	420	C.Y.	Excavation including embankment construction
304	171	C.Y.	Aggregate Base (9" thick)
404	38	C.Y.	Asphalt Concrete (2" thick)
408	680	S.Y.	Prime Coat
604	660	L.F.	4" Underdrains
608	510	S.F.	Sidewalk
609	590	L.F.	Mountable Curb and Gutter
609	37	L.F.	Curb Replaced (Bryden Road) including Excavation
628	14	S.Y.	Pavement Replacement (Sanitary and Water)
609	70	L.F.	Straight 18" Conc. Curb
STORM			
604	1	Ea.	Type "A" Manhole
604	2	Ea.	42" Curb Inlet
901	110	L.F.	12" Concrete Pipe 706.01, Class II w/Type I Bedding
Spec.	195	L.F.	10" P.V.C. Storm sewer ASTM D-3034; SDR-35 Including Cleanout
Spec.	115	L.F.	6" P.V.C. Storm sewer ASTM D-3034; SDR-35
Spec.	6	Ea.	6" x 10" Wye Branch
WATER			
801	260	L.F.	6" Ductile Iron Water Pipe; Class S3
802	1	Ea.	6 Valve w/Box
805	1	Ea.	6" x 6" Tapping Sleeve and Valve w/Heavy Duty Valve Box
805	5	Ea.	3/4" Water Taps (long)
805	4	Ea.	3/4" Water Taps (short)
805	1	Ea.	Fire Hydrant
SANITARY			
604	2	Ea.	Manholes, Type C
604	1	Ea.	Manholes, w/Outside drop (AA-S-110)
901	275	L.F.	8" Sanitary Sewer w/Type I Bedding
915	9	Ea.	6" x 8" Wye Branch
918	177	L.F.	6" Sanitary Sewer w/Type I Bedding (Under pavement one per trench)
* 918	86	L.F.	6" Sanitary Sewer w/Type I Bedding (Under pavement two per trench)

* The footage indicated represents the length of service pipe rather than the length of trench required.

Prepared By
EVANS, MECHWART, HAMBLETON & TILTON, INC.

By _____
Registered Engineer No. 33179 Date _____

Approved this _____ day of _____, 1980. _____
Mayor, City of Bexley

Approved this _____ day of _____, 1980. _____
Assistant Service Director, City of Bexley

Approved Sanitary Sewer Only

Approved this _____ day of _____, 1980. _____
Supt. Division of Sewerage and Drainage
City of Columbus

Approved this _____ day of _____, 1980. _____
Director of Public Service
City of Columbus

Approved on the part of the City of Columbus is given pursuant to the provisions of the sewer service agreement with the City of Bexley.